SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER ☐ Yes ☐ No	RATING	PAGE 1

2. CONTRACT NO.	3. SOLICITATION NO.	4. THIS IS A: SMALL BUSINESS SET-ASIDE ☒ YES ☐ NO	5. DATE ISSUED	6. REQUISITION/PURCHASE NO..
	DTFAAC-11-R-036666r1		26 APR 2011	(FAA Internal Use Only)

7. ISSUED BY:	8. ADDRESS OFFER TO (*If other than Block 7*)
FAA, Aviation, Medical, & Training Division (AMQ-310) **6500 South MacArthur Boulevard, MPT Bldg, Rm 313** **P.O. Box 25082** **Oklahoma City, OK 73125**	**FAA, MMAC** **Multi-Purpose Building Room 313** **6500 South MacArthur Boulevard** **Oklahoma City, OK 73169**

SOLICITATION: Firm Fixed Price Contract for Software Development and Source Code for d-TPP Geo-Referencing and PDF Conversion

9. Offers in original and see section L copies for furnishing the supplies or services in the Schedule will be received at the place in the depository Item 8, or if hand-carried located in **Room 313, Multi-Purpose Building** until **3:00 pm** (Hour) local time **03 JUN 2011** (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offerors are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (*Include area code) (NO COLLECT CALLS*)
	Monica Rudolph, monica.rudolph@faa.gov	(405) 954-4137

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OFFER *(must be fully completed by Offeror)*

12. In compliance with the above, the undersigned agree, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (*See Section I, Clause No. 3.3.1-6*)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A.. NAME AND ADDRESS OF OFFEROR		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	
15B. TELEPHONE NO. *(Include area code)*	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE ☐	17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM

24. ADMINISTERED BY *(if other than item 7)*	25. PAYMENT WILL BE MADE BY
FAA, AMQ Contract Management Team (AMQ-340) **6500 South MacArthur Boulevard, MPB, Rm 313** **P.O. Box 25082** **Oklahoma City, OK 73125**	**FAA, Financial Operations Division (AMZ-100)** **6500 South MacArthur Boulevard** **P.O. Box 25082** **Oklahoma City, OK 73125**

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA	28. AWARD DATE

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE

Please refer to Section C "Description/Specs/Work Statement" (Pages 18-20 and 23) for Period of Performance and Schedule for Deliverables

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0001	**Project Management** includes: Kick-Off Meeting (Silver Springs, MD location) Project Plan, Work Breakdown structure, Schedule Progress Reporting Critical Design Review PWS Section 4.1, 6.1, 6.2, and 6.3				$_____ (FFP)
0002	**Systems Requirements** includes: Facilitate JAD Meetings Create System Requirements Artifacts PWS Section 4.2, 6.4, 6.5				$_____ (FFP)
0003	**Software Development** includes: System Design & Implementation System Testing PWS Section 4.3, 6.6, 6.7 6.8, 6.9				$_____ (FFP)
0004	**Data Delivery** includes: Mass Conversion of Geo-Referenced Charts Quality Check PWS Section 4.4, 6.10				$_____ (FFP)
0005	**Documentation and Source Code** includes: Programmer Documentation User Manual Training Materials PWS Section 4.5, 6.11, 6.12				$_____ (FFP)
0006	**Travel Expenses** Reimbursable in Accordance With Federal Travel Regulations PWS Section 11.2				$_____ ESTIMATE
	OPTION CLIN:				
0007	**Technical Support Services**				
	Customer Service Specialist	**50**	**HOURS**	**$_____ (FFP/LH)**	**$_____ (FFP/LH)**
	IT Systems Analyst	**50**	**HOURS**	**$_____ (FFP/LH)**	**$_____ (FFP/LH)**
	Developer	**50**	**HOURS**	**$_____ (FFP/LH)**	**$_____ (FFP/LH)**
	Not to exceed 1000 hours (estimated) **PWS Section 11.3** **Period of Performance: one year after final delivery** **And acceptance of CLINs 0001 through 0006**				

TOTAL PRICE $ _____

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

FEDERAL AVIATION ADMINISTRATION
National Aeronautical Navigation Products

PERFORMANCE WORK STATEMENT (PWS)
d-TPP GeoReferencing and PDF Conversion

1. INTRODUCTION

The Federal Aviation Administration (FAA), National Aeronautical Navigation Products (AeroNav Products) provides digital and paper aeronautical navigation products for civil and military customers. Among these products is the Terminal Procedures Publication (TPP) in both digital PDF format enhanced by XML metadata as well as a 26 volume printed paper book set. The PDF charts contained within the digital TPP currently have no geo-referencing information embedded within the files. The FAA has a requirement to replace its current system to convert MicroStation design files to PDFs. The system must enforce critical workflow options and enhance the PDF output to include geo-referencing information.

2. DEFINITIONS AND ACRONYMS

AeroNav Products – National Aeronautical Navigation Products
APD – Airport Diagram
COTR – Contracting Officer's Technical Representative
CVFP – Charted Visual Flight Procedure
DP – Departure Procedure
d-TPP – digital Terminal Procedures Publication
DVD – Digital Versatile Disk
FAA -- Federal Aviation Administration
FURPS – Functional, Usability, Reliability, Performance, Security
IAP – Instrument Approach Procedure
JAD – Joint Applications Development Team
ODBC – Open Database Connectivity
PDF – Adobe Portable Data Format
PWS – Performance Work Statement
TPP – Terminal Procedures Publication
SRS – Supplemental Requirements Specification
STAR – Standard Terminal Arrival
V8i – Version 8 of Bentley's Microstation CAD software

3. SCOPE OF WORK

The FAA currently uses a software to convert Microstation J (version 7) design file format charts into PDF format for publication in the Terminal Procedures Publication (TPP) product. The PDF output from this software serves as input to the printing process to produce the 26 volume TPP printed books as well as serving as input to the digital version of the TPP, the d-TPP. The software that produces these PDFs has many processing options that the FAA uses to control production and assure quality. The contractor shall replace the current FAA conversion software supporting the latest version of Microstation (version V8i) and shall fulfill all the processing options contained within this PWS.

The contractor shall lead a Joint Application Development (JAD) to create a set of requirements specifications to be used by the contractor in the development of a d-TPP PDF system. The contractor will manage and perform the tasks as defined within this PWS.

Project Management deliverables include a Project Management Plan, Work Breakdown Schedule (WBS), and Project Schedule. The government will review these documents before any development work will be authorized.

The contractor shall be responsible for the requirements analysis, system design, implementation, testing, and transition resulting in a production form of a software that will convert Microstation V8i design files into PDF format that include geo-referencing information. The resulting PDF files will be used for situational awareness within GPS displays. The production software must satisfy various batch processing and shared properties controls detailed within the functional requirements.

After the development and testing of the Design File to Georeferenced PDF software, the contractor shall implement a mass conversion and quality check of the FAA chart repository into georeferenced PDF files. This output will serve as the final PDF product in support of both the digital and printed Terminal Procedures Publication (TPP) product.

4. TASKS

4.1. Task 1: Project Management

4.1.1. Task 1, Subtask 1: Hold Kick-Off Meeting

Within 15 days of contract award, the contractor shall hold a kick-off meeting at the FAA facility in Silver Spring MD. The purpose of this meeting and follow-on discussions, if needed, will be to define the following:

1. Initial objectives, project milestones, and priorities
2. Organizational structure
3. Rules and processes for decision-making
4. Participants and their roles
5. Agree on structure for the JAD
    a. Frequency of JADs
    b. Number of JADs
    c. Ground Rules

4.1.2. Task 1, Subtask 2: Prepare Project Plan

The contractor shall develop and deliver a project management plan, work breakdown structure, and associated schedule per dates specified in the deliverables section below. The schedule must depict a planned project baseline that will be used as a reporting reference as project work proceeds. The project schedule should identify milestones and deliverables. The contractor will meet with the FAA Technical Representative to discuss the tasks, goals and schedule of the project. Based upon these discussions, the contractor shall prepare a draft project plan and submit it for approval. After the approval, the project plan and schedule will be accepted and will serve as the projected baseline. Upon acceptance, the project will be tracked by this baseline.

4.1.3. Task 1, Subtask 3: Progress Reporting

The contractor shall submit monthly status reports to the Contracting Officer (CO) and the Contracting Officer's Technical Representatives (COTR) to include, at a minimum,

1. progress during the reporting period
2. cost and schedule metrics that report whether the project is ahead or behind projected baseline
3. action item status
4. difficulties or delays
5. action taken to overcome reported problems
6. any assistance required by the US government
7. a description of the work planned for the upcoming reporting period

These reports may be submitted electronically. The report is due no later than five days after the close of the calendar month.

4.1.4. Task 1, Subtask 4: Critical Design Review

The contractor shall participate in a critical systems design review with FAA JAD members to present the requirements gathered during the JAD sessions. The software architecture shall also be reviewed. The contractor shall obtain sign-off that the system meets the FAA requirements and is compatible with FAA IT constraints and environment. The artifacts reviewed will be the Use-Case model, the Supplementary Requirement Specification, and the Software Architecture document. Advance copy of the deliverables should be made available for JAD members to review sufficiently prior to the expected sign-off to allow thorough review. A reasonable number of follow-on correspondence or meetings under approval of the government are permissible as needed to finalize deliverable sign-off. The critical design review shall take place after all requirement are gathered, system design is complete, and before construction of a software solution begins.

4.2. Task 2: System Requirements

4.2.1. Task 2, Subtask 1: Facilitate JAD Meetings

The contractor shall lead a Joint Applications Development team (JAD) to deliver the documentation and subsequent reports for the requirements gathering of the software. The team will be made up of FAA subject matter experts (SMEs) and FAA project support staff as well as a contractor facilitator, and requirements experts needed to conduct the meeting. The contractor shall be responsible for providing agendas, facilitating and mediating the meetings, taking notes, and distributing the meeting minutes following each meeting. Information gained from the JAD meetings shall serve as the primary input for creating the requirements package deliverables defined below. Given the complexity of the requirements, a maximum of two (2) JAD meetings are deemed necessary to gather all the requirements.

4.2.2. Task 2, Subtask 2: Create System Requirements Artifacts

According to input received in the JAD team meetings the contractor must deliver a Use Case Specification detailing each of the user interactions that are needed to produce all the system requirements. The contactor must also produce a Supplemental Requirements Specification (SRS) to list functional, usability, reliability, performance, and security (FURPS) requirements.

4.3. Task 3: Software Development

4.3.1. Task 3, Subtask 1: System Design & Implementation

The contractor shall design and implement software capable of fulfilling the requirements gathered in Task 2. System design shall be depicted in an informal architectural document including a use-case view, logical view, deployment view, implementation view, and a data view. The informal architecture

document shall also include all supported versions of reused software modules, supported operating systems, application server (if applicable), database engine, or any other environmental software. The contractor is free to choose any system design compliant with system requirements and ATO-IT Architectural and System Constraints The contractor should proceed through coding as part of this subtask.

4.3.2. Task 3, Subtask 3: System Testing

The contractor shall develop a test plan based on Use Cases and Supplemental Requirements. The contractor shall rigorously test according to the test plan and present testing assessment report that details each iteration of tests, use cases passed and failed during the iteration, and actions taken to bring all use cases into compliance with expected requirements. Factory testing should be considered complete only after government review and acceptance of the test plan and testing assessment report.

4.4. Task 4: Data Delivery

4.4.1. Task 4, Subtask 1: Mass Conversion of Geo-Referenced Charts

Once the software is developed and all the functional requirements are implemented, the contractor shall take delivery of all the Microstation design files and associated geospatial metadata in the cartographic data repository of the FAA and perform a mass conversion of these files into georeferenced PDF format. This mass conversion must be timed to coincide with FAA production schedules so as to be ready for publication as of the most current publication cycle. Although it is required by the software to be capable of design file to PDF conversion for non-geo-registered charts, these charts, as depicted in the table in section 5.1.2, will not be included in the mass conversion.

4.4.2. Task 4, Subtask 2: Quality Check

As part of the delivery of the mass converted georeferenced PDFs, the contractor must quality check the PDF repository. Quality must be maintained in two different areas:

1. Geo-Registration – The mass converted output PDFs must be tested and variances reported for the positional accuracy of known points plotted on the PDF output as compared to the spatial readout of the embedded georeferenced information that was added to the PDF file by the conversion software.

2. PDF Display – The mass converted output PDFs must conform to the accepted FAA Terminal Procedures Publication (TPP) PDFs on a chart by chart basis. Individual converted PDFs must match published TPP charts in terms of line weights of the entire drawing, colors of gray scale and contour areas, font styles, the inclusion of reference files, overlay screening opacity, and the general inclusion or exclusion of map features, informational text, and neatlines or other boxes. In addition to PDFs representing charts, the textual pages (continuation pages, front matter, etc.) must also pass the same scrutiny.

The contractor must maintain a defects log for discrepancies found in PDFs created by the software. The charts where defects are found, the cause of the problem, and the actions taken to correct the problem must be included in the report for each defect found.

Although non-geo-referenced charts are not to be converted though the mass conversion process, the quality check process should include spot checks of DP, STAR, Charted Visual Flight Procedures, and textual pages that are not georeferenced in order to demonstrate the functionality for these charts.

In the case of geo-registration tests, the contractor must coordinate with the FAA to obtain the feature information with known points that falls on each chart being quality checked for geo-registration. The tolerance for acceptability of the variance of the geo-referenced read out to the known positions of chart features must be obtained by the contractor through discussions with FAA personnel.

In addition to the design file to PDF conversion, the PDF to PDF processing must pass scrutiny for output PDF sizing and text placement.

In the case of PDF Display verification, the contractor shall verify the appearance of the output PDF files through side by side verification of the corresponding existing published TPP PDFs available on the latest cycle of the d-TPP DVD product from the FAA. The contractor must assure that the latest published copy of the d-TPP is used for side by side quality check.

The quality check process implies a defect discovery and repair loop to correct the software and release a new version with the latest correction. This loop must continue during government acceptance testing as well.

4.5. Task 5: Documentation

4.5.1. Task 5, Subtask 1: Programmer Documentation

Along with the delivery of the source code for the new software, the contractor shall provide documentation suitable for qualified, new, unfamiliar programmers to take up a maintenance task for the software. The documentation shall detail low level design of the code and provide detail on all software modules including module interface parameters, general description of methods, and any reused libraries incorporated into the code. Reused libraries shall include version number. Software module (or class) interactions shall be detailed to depict the sequence of software messages passed between classes in the realization of each use-case.

4.5.2. Task 5, Subtask 2: User Manual

The contractor shall provide a user manual detailing every function built into the software interface along with each functions options.

4.5.3. Task 5, Subtask 3: Training Materials

The contractor shall provide training materials to allow Terminal Production Controller to train charting specialist in the use of the software. Also provided shall be the more detailed production controller training. The training materials shall be in the form of Power Point slides along with detail narrative explanation of each slide.

5. FUNCTIONAL REQUIREMENTS

5.1. Inputs

5.1.1. Textual Pages

In addition to georegistered and non-georegistered maps serving as input to the new design file to PDF conversion software, there are textual pages maintained by the FAA in design file format that need to be included as input to the converter software. These pages are not georegistered. These pages must be accommodated in the design file to PDF conversion process as well as the PDF to PDF processing

(detailed in section 5.4.3). For the PDF to PDF processing, the input PDF may be a multi-page PDF for which every page must contain the prescribed text identifiers affixed as well as have the proper sizing.

5.1.2. TPP Aeronautical Navigation Charts

1. Chart Types

The Microstation design files in the input file repository are Terminal Procedures Publication (TPP) aeronautical navigation charts. The types of charts in the repository are included in the following table. The software developed by this contract must determine the type of chart being processed and, according to the table below, must georeference the charts indicated. For charts that have no georeferencing metadata, the software must accomplish the conversion of the input design file format into PDF but must exclude the georeferencing information.

Table 1: Chart Types

Type of Chart	Geo-Referenced	NOT Geo-Referenced	Approx. Number of Charts in Repository
Instrument Approach Procedures (IAPs)	X		12,000
Charted Visual Flight Procedures (CVFP)		X	63
Airport Diagrams (APD)	X		700
Departure Procedures (DP)		X	1400
Standard Terminal Arrivals (STAR)		X	500
Military Charts (IAPs, DPs, STARs, APDs)		X	1400

2. Geo-Registration

Geo-registration of the input design file charts is applicable to the display within the portion of the chart called the plan view. The plan view is bordered by a rectangular neatline that may be interrupted by one or more overlapping rectangles. Generally, the whole plan view is georegistered with the exception of charts containing an Enroute Facilities dashed circle.

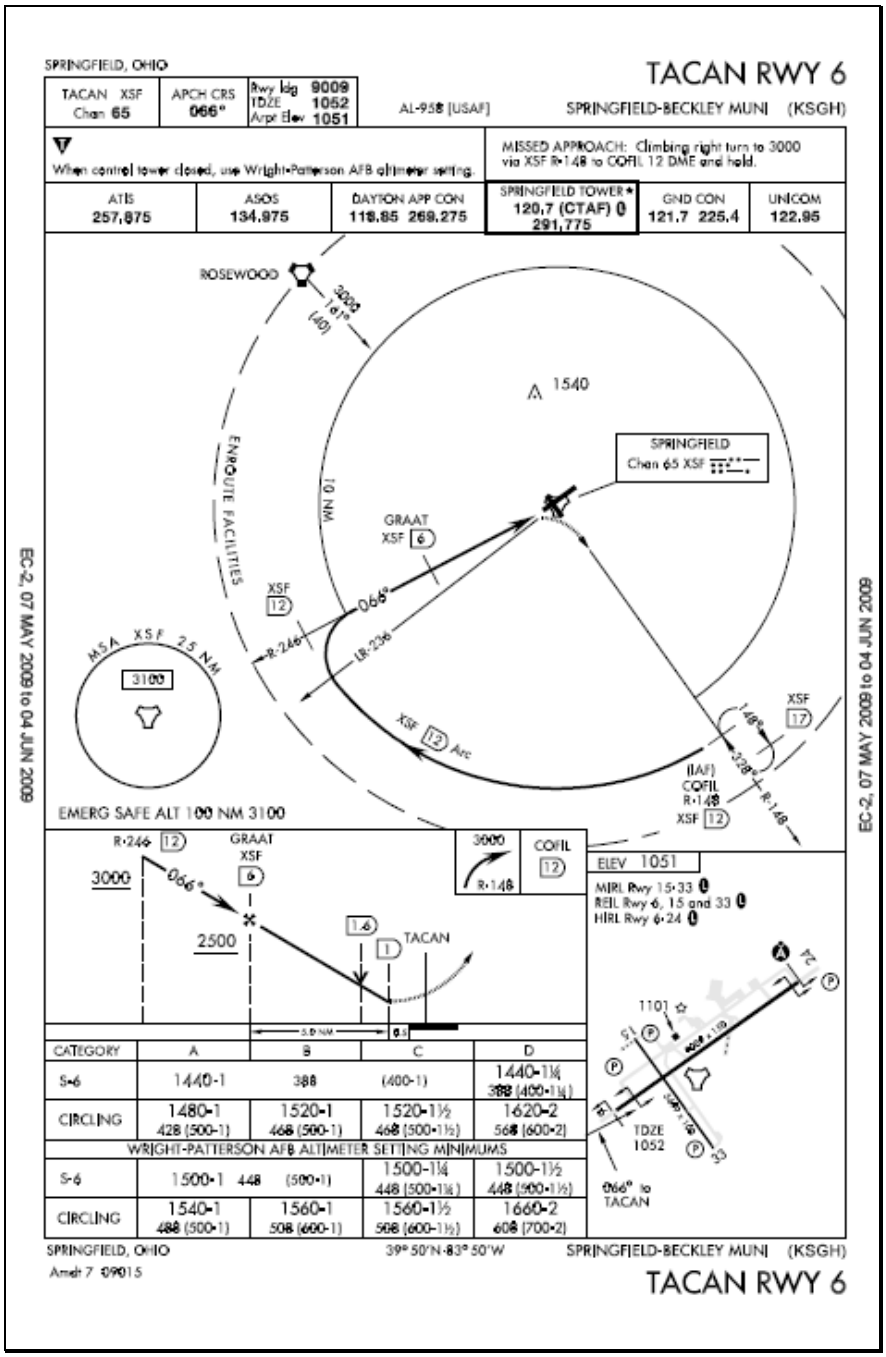

Figure 1: Instrument Approach Procedure Chart (not to scale outside the 10nm feeder circle due to ENROUTE FACILITES dashed circle; display situated "north up.")

For these charts only the display within the associated 10nm or 15nm circles will actually be accurately georegistered. Also features on lines interrupted by a scale break indicator, missed approach boxes, alternate missed approach boxes, terminal augmentation areas, and minimum sector altitude circles are also not drawn to scale.

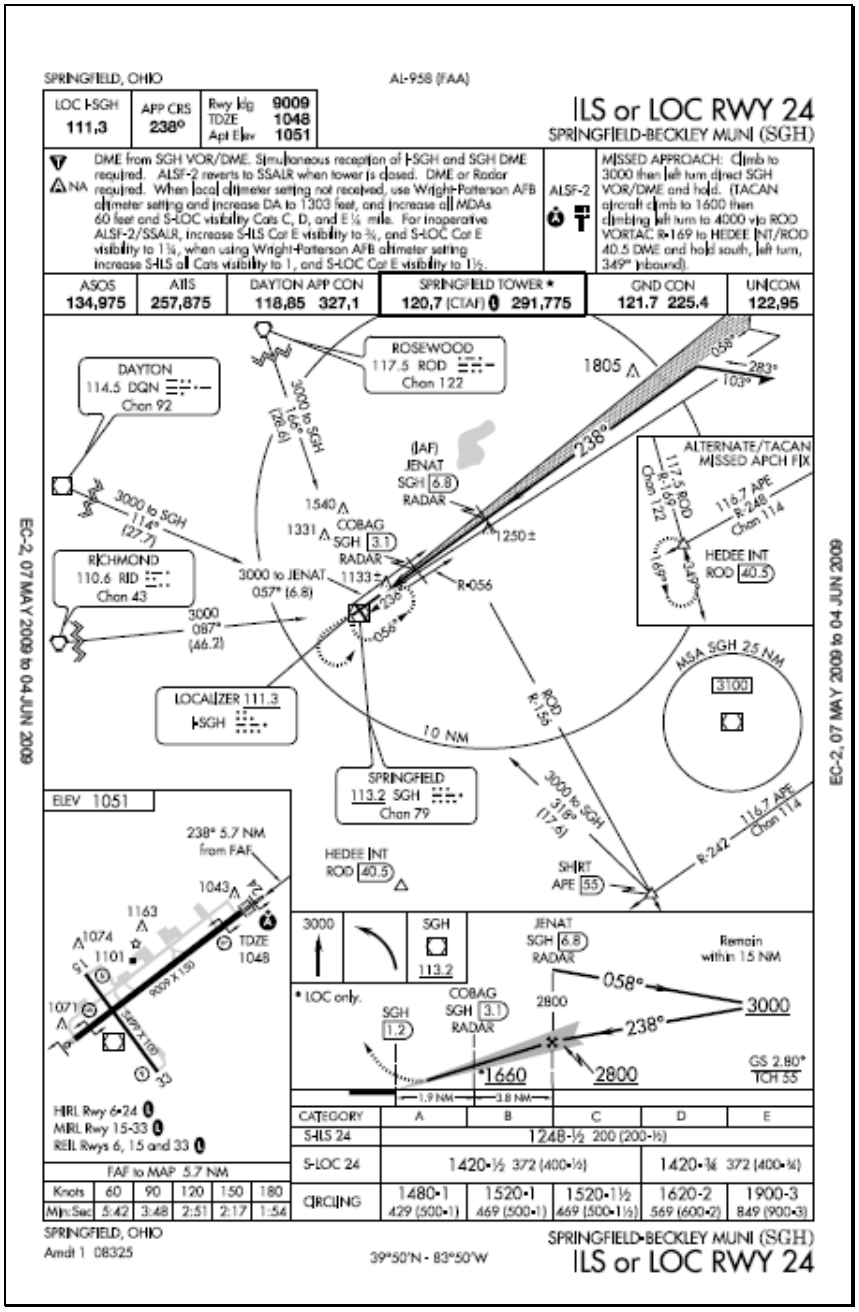

Figure 2: Instrument Approach Procedure Chart (all the plan view is to scale with the exception of the navaids outside the 3 scale break indicators; display situated "north up.")

5.1.3. Microstation V8i Input Files

The input files that are to serve as input to the conversion process are Microstation V8i design files. The repository of files is made up of approximately 15,000 master design files with one to two reference files used per master design file. The reference files are reused by multiple master design files. Up to 40 or more master design files may use the same reference file. The design file maps do not use any of the built-in georeferencing support provided in the Microstation V8i design file format. The plotter inches coordinate system of the files is associated to geographic position through external metadata.

5.1.4. Associated Properties Files

1. **Graphical**

The Microstation V8i input files have ancillary graphical properties files that define:

- plotter line weights,
- font specifications, and
- plotter colors.

These ancillary files will be provided to the contractor. The contractor must replicate the properties portrayed in these properties files not only true to the specifications listed in the properties files, but the contractor must also assure the results through inspection of the output PDFs as compared to the existing PDFs currently produced by the FAA.

2. Job Control

In addition to the graphical properties files, the contractor created process must also possess the capability to define job control parameters that can be reused across as many as 150 users' desktops; as many as 150 desktop installations of the software must use the *same* job control properties file(s). The properties governed through these job control files are as follows:

- Design file construction levels from input files must be forced to display in the output PDF whether the level is turned on or off in the input design file
- Design file construction levels from input files must be forced to NOT display in the output PDF whether the level is turned on or off in the input design file
- Capability 1 & 2 from above must be definable for the master design file and for the included reference file(s) independently: the master file must be able to have a different set of levels forced on or off than the included reference file(s).
- The input design file drawing plane must be able to be centered and cropped in accordance with the extents of the drawing on level 1 of the input design file. The resultant PDF must be centered and cropped by configurable properties in the shared job control files.
- The sizing of the output PDF file, adding or cropping white space from the output PDF to an exact size to enforce output size uniformity. The file size dimensions must be configurable through the shared properties file(s). This function applies to the PDF to PDF conversion process only (see 5.4.3)
- The job control files must enable input filename wild card filters. Wild card filters must be able to segregate files from an input folder such that separate job control properties can be applied to the independent sets of files.
- Batch processing must be able to use multiple input directories and be able to split output into multiple output directories as specified in the shared job control properties files.
- Job control properties must enable the addition of custom text to output PDF files. The text to be placed, the X,Y coordinate for placement, and the rotation of the text on the output PDF must be configurable through the shared properties file(s) with different text specified for different volumes. As seen in the included sample charts (Figures 1, 2, & 3), this custom text appears in the right and left margins of the charts. The content is the effective date range and the volume identifier of the book the chart appears in.

5.1.5. Associated Georeferencing Metadata

Georegistration of the input Microstation V8i design files is accomplished through associating the design file plotter inches coordinate system to geographic latitude and longitude by use of an ancillary database table. All the design file maps are in Lambert Conformal Conic projection. The database table contains one record per design file. Each record lists a geographic latitude and longitude that is associated with the

origin of the design file. Also included is the map scale, top standard parallel, bottom standard parallel, and central meridian of each design file's map projection (see Table 2)

Table 2: Georeferencing Metadata Table

FILENAME	SCL	TSP	BSP	CM	ORGLAT	ORGLON
00010AD.APD	19372	N4244532	N3300000	W07348107	N4244532	W07348107
00010IL19.VLP	500000	N4500000	N3300000	W07348279	N4249024	W07348279
00010IL1.VLP	500000	N4500000	N3300000	W07348040	N4237483	W07348040
00010G28.VLP	500000	N4500000	N3300000	W07340362	N4245081	W07340362
00010COPTERILD1.VLP	500000	N4500000	N3300000	W07347579	N4237342	W07347579
00010G10.VLP	500000	N4500000	N3300000	W07355305	N4244472	W07355305
00010V28.VLP	500000	N4500000	N3300000	W07340075	N4245399	W07340075
00010R1.VLP	500000	N4500000	N3300000	W07347492	N4234139	W07347492
00010R19.VLP	500000	N4500000	N3300000	W07348333	N4251068	W07348333
00443VDG19.VLP	500000	N4500000	N3300000	W07702111	N3851340	W07702111
00443RL19.VLP	500000	N4500000	N3300000	W07709504	N3858119	W07709504
00443V1.VLP	500000	N4500000	N3300000	W07701359	N3845578	W07701359
00443VDG15.VLP	500000	N4500000	N3300000	W07707271	N3855468	W07707271
00443AD.APD	13570	N4500000	N3300000	W07702158	N3851075	W07702158
00443I1.VLP	500000	N4500000	N3300000	W07701359	N3845578	W07701359
00443I1C2.VLP	500000	N4500000	N3300000	W07701359	N3845578	W07701359

Each design file map, with the possible exception of Airport Diagrams, is situated “north up” with the x, y plotter inches grid aligned with latitude and longitude lines (no rotation). Airport Diagrams are projected the same as the north up Instrument Approach Procedure maps although the display may be rotated. Airport Diagram rotation can be defined within the design file graphic by adding additional registration points to the design file and cross-referencing those points to ancillary database table. The ancillary table can draw association from the points placed in the design file drawing plane to geographic coordinates. For ‘north up’ IAP charts, however, phantom registration points can be interpolated if needed.

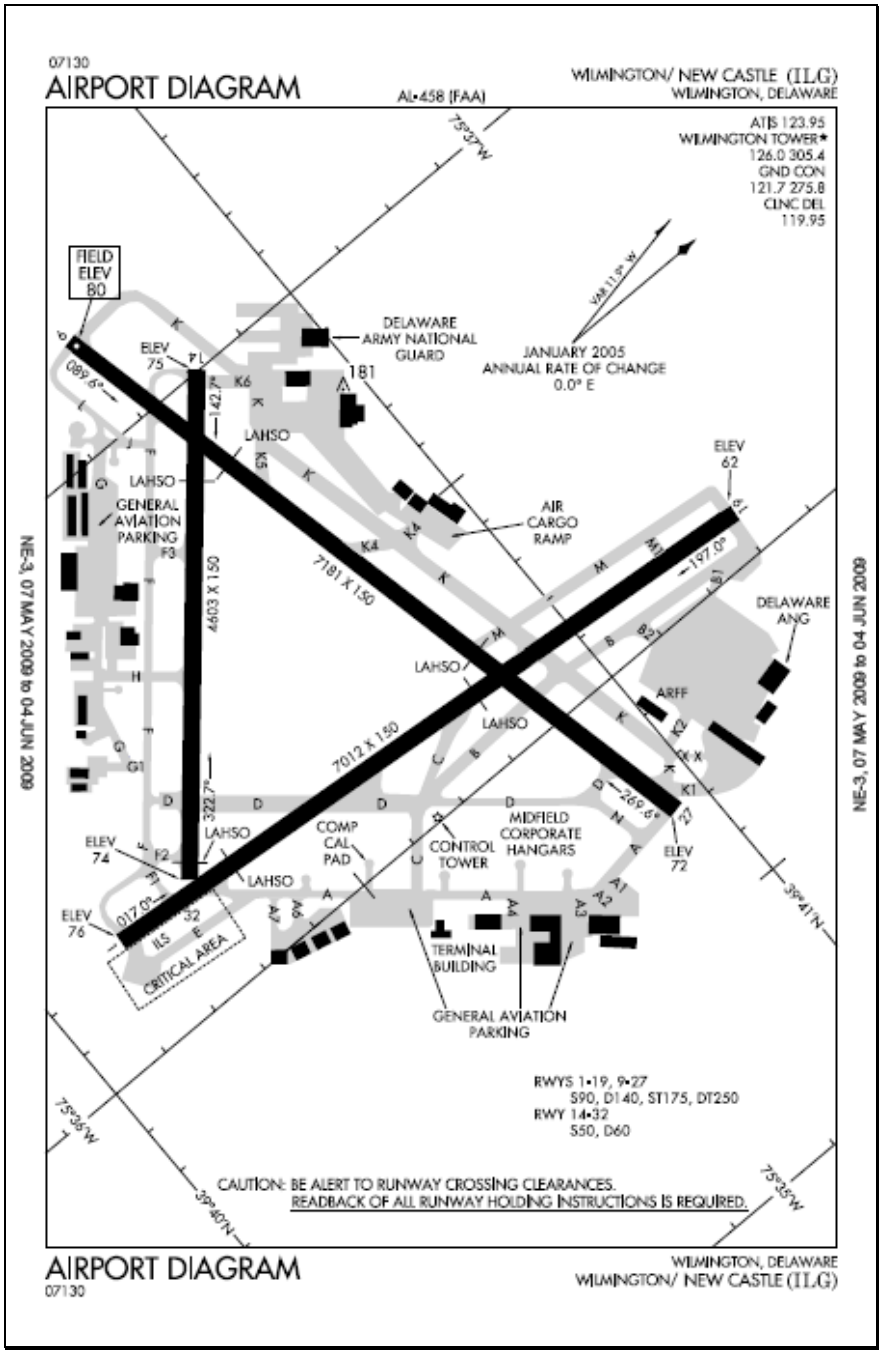

Figure 3: Airport Diagram (plan view is the whole chart inside the neatline: all georegistered and not "north up")

The georegistration of the resultant PDF output may be verified through the inspection of the positions of known aeronautical features that are placed on the PDF map display. The comparison of these points to the geospatial readout should yield accuracy within a defined tolerance to support situational awareness. Aeronautical fixes, navaids, runway ends, and in the case of Airport Diagrams, projection grid intersections are plotted on the maps and have known values that can be compared against the geospatial readout. Accuracy tolerances will be determined by the government with the contractor input based on the quality of the resultant georeferenced PDFs.

The georeferencing metadata table is maintained by FAA in an enterprise Oracle database. This table must be accessed by the software through a desktop connection to the online production database that maintains this table: preferably through ODBC or other Oracle supported method.

5.2. Outputs

The PDFs output from the contractor's new software must produce PDF output that conforms to the following:

- Georeferencing of the PDF files must be accomplished through embedded information contained in the PDF. No ancillary information or files must be necessary.
- Output file size for the GeoSpatial PDFs must not exceed 5% larger than the existing non-georeferenced PDFs that make up the current d-TPP repository.
- The output PDFs must be printable by the FAA's printing contractor. The paper printed display must pass quality check as defined in section 4.4.2 Quality Check #2 PDF Display from above. The files must especially be of the proper sizing applied in the PDF to PDF processing to enforce uniformity in the printing process.
- The output PDFs must display without anomaly in the FAA's d-TPP Flight application. The d-TPP Flight display must pass quality check as defined in section 4.4.2 Quality Check #2 PDF Display from above. The interactive rendering and display function of the software must process the georeferenced PDFs without error.
- The output PDF files must conform to the strict file naming convention of the master design file input file name. The file names of the input and output must, in fact, match exactly up to the file name extension. Example:
    - Input = 00443VDG19.VLP; then Output will be = 00443VDG19.PDF
    - Input = 00443AD.APD; then Output will be = 00443AD.PDF

5.3. Performance

Processing performance of the software must adhere to the following:

- 3.6 seconds average conversion time per file of an average Microstation V8i design file into a georeferenced output PDF
- 1.2 seconds average processing time per file for PDF to PDF process including the affixing of two text identifiers and the sizing of the output file.

5.4. Production Process Requirements

The software for converting Microstation V8i design files to PDF format must work for the FAA within a strictly defined production process.

5.4.1. Update Schedule

The Microstation V8i Design File repository consists of approximately 15000 maps. As a start up task (defined above section 4.4.1), all of these design file format files are to be converted to PDF in a batch process creating a base repository. Following the initial mass conversion every 56 days 2000 to 3000 design files will be modified and will need conversion from the design file format into georeferenced PDF and be merged back into the PDF repository in order keep the PDF repository up to date with the latest changes. In addition to the 56 day cycle (which is a full volume set publication cycle) there is a change

notice cycle process done half way between the 56 day cycle at 28 days. During the change notice cycle approximately 100 to 200 charts are changed and undergo the conversion to georeferenced PDF format. On both the full cycle and the change notice cycle, a PDF to PDF conversion will be done on the entire set of 15,000 files.

5.4.2. Software Configuration

There are two software configurations needed to support TPP chart production and PDF publication: production controller use, and charting specialist use.

- Production Controller Use – The production controller usage of the software is primarily a batch conversion of many design file maps into PDF format at once. This process requires that all the controlling parameters used in the charting specialist use mode are applied to each file to assure uniformity of processing. The batch processes must take input from many input folders and be able to output to one or many output folders within the same batch run. These input and output folders will be network shared folders.

- Charting Specialist Use – Charting specialist use mode will be the processing of 1 to 50 files at a time. As many as 150 charting specialists (i.e. 150 concurrent users) will use the software from their desktop computers. This configuration must be governed by shared parameter files in order to enforce uniformity of process across all users working from different locations. Processing generally is from one input folder to one (perhaps network shared) output folder.

5.4.3. Special Capabilities

There are two distinct process flow capabilities that must be accommodated by the software:

- PDF to PDF – In addition to performing the conversion of design files to PDF format, the software must also support the ability to enhance an existing PDF with additional properties. This configuration implies taking a PDF file as input and applying additional features to the file to produce an enhanced output PDF format file. The first property required is the sizing of the output PDF file, adding or cropping white space from the output PDF to an exact size to enforce output size uniformity. The second property is the addition of text identifiers that define effective date range and TPP volume of the file that is placed by X,Y position, rotation onto the output PDF, and the actual text to be placed. This configuration must work for both georeferenced input PDFs as well as non-georeferenced input PDFs.

- Geo-Referenced / NON-Geo-Referenced – During the conversion of input design files to PDF format, the software must be capable of producing PDFs with georeferencing information embedded in the file but must also be capable of producing PDFs without georeferencing information where indicated (see Table 1 in section 5.1.2 above). The resultant non-georeferenced PDF output must be accomplished by the same software that produces georeferenced PDFs and must adhere to the same PDF Display specifications as indicated in section 4.4.2 #2 above. The georeferenced / non-georeferenced versions must be accommodated in the Design File to PDF configuration as well as the PDF to PDF configuration.

5.4.4. Filtering Requirements

The software's primary function is to translate Microstation design files into georeferenced PDF format. In order for the software being developed to be fully functional and suitable for FAA use in producing the Terminal Procedures Publication, however, there are specific processing functions needed to assure quality control: the software must also serve the filtering and processing functions listed below. The

interface currently used by FAA for the PDF processing has many options. There is a subset of these options that are currently in use and are essential to the workflow and processing of the Terminal Procedure Publication (TPP). These options are made up of base functionality used alone and also combinations of base functionality that make up unique capabilities. The following is a list of functionality that is essential to the current FAA procedures and is required of the new software:

1. Ability to create job scripts or job parameter properties files to enable the set up, reuse, and saving of elaborate job parameters to act as a reusable, shared script for repeated processing.

2. Ability to force design file drawing levels to be turned on (to force drawings on that level to show up in the output)and also turned off (to assure that anything drawn on those levels does not show up in the output) in the resultant output PDF. This functionality should work whether the design file level in the input was set on or off at the time the PDF is created.

3. Ability to filter input files within an input folder using filename wildcards. Example: only process the files named 00443*.VLP in order to process all the charts from the airport number 00443, but none other.

4. Ability to crop and center output file according to drawing extents of chart neatline. This process roughly defines the size of the output PDF page from the virtually infinite design file plane. The neatline is drawn exclusively on level 1 and is prescribed by a seed file from which all charts are constructed. It is generally of a consistent size in all IAP / VOLPE charts. IAP / VOLPE charts have a unique definition of cropping extents. DP and STAR files have a separate definition.

5. Ability to apply sizing to final output PDF, cropping or expanding the file to achieve an exact PDF file size to accommodate the printing process for printing paper books.

6. Ability to apply text identifiers to final output PDF. Text identifiers are to be maintained as part of a reusable parameter or property file to enforce uniformity across as many as 150 instances of the software installed across a LAN. Ideally the same parameters file would be shared across all users. The text identifiers properties files must be segregated for separate TPP volumes.

7. Ability to process one or more input files from many input folders and direct output to many output folders; also one to many and many to one folders.

8. Ability to create new jobs including a customized set of properties.

9. Ability to customize job parameters: levels on or off, cropping extents, input filename extension filters, input and output directories, applying custom text boxes, sizing of files, etc. These parameters will be reconfigured by the user to accomplish custom processing scenarios.

10. Ability to set different parameters for different groups of filtered filenames within the same job.

11. Ability to set different parameters for the reference file (levels on and off for example) than for the master file (different set of levels on and off for example) for the same output PDF.

12. Ability to run multiple jobs in batch with a single command.

13. Ability to apply sizing and text identifiers to an input PDF creating a new output PDF with the applied items.

14. Ability to save job parameters for repeated reuse in later job runs.

15. Ability to export job parameters for later import into system for use in batch processing.

16. Ability to access a single copy of a parameters or properties file from multiple desktop installations of the software to enforce uniformity of processing rules for up to 150 separate instances of the software.

17. Ability to read Associated Georeferencing Metadata parameters from an Oracle database connection through ODBC.

18. Ability to do georeferenced conversions side by side (from within the same input folder) with non-georeferenced DGN to PDF conversions. The software requires the ability to differentiate between the two.

6. DELIVERABLES

Due dates for all deliverables below are counted in calendar days after contract award. If the due date falls on a weekend or holiday, the due date is assumed to be the next business day.

6.1. Hold Kick-Off Meeting

A project kick-off meeting shall be held based on a mutually agreed upon date at the FAA's Silver Spring facility to discuss the details of the project, project plan, and items needing to be agreed upon prior to contractor commencing work on the project.

Due no later than 15 days following Contract Award.

6.2. Project Plan, Work Breakdown Structure, and Project Schedule

The contractor shall submit a draft project plan, work breakdown structure and schedule for approval to the COTR within 45 days following the date of contract award.

Due 45 days following Contract award.

6.3. Monthly Project Assessments

The contractor shall submit monthly status reports to the CO and COTR no later than 5 days after the close of each calendar month. These reports shall be submitted electronically.

Due monthly, 5 days after close of each calendar month.

6.4. Facilitate JAD Meetings

The contractor shall facilitate JAD meetings once a month starting 60 days after contract award. JAD meetings are to be no longer than 2, 8 hour days each. Two JAD meetings must be planned. Additional JADs may be planned at odd intervals. These meetings would be possible after construction begins on the software and may be scheduled on mutual agreement of the contractor and the FAA.

First JAD Due 60 days after contract award; second JAD due 90 days after contract award.

6.5. Use-Case and Supplementary Requirement Specification

As a product of the JAD meetings, the contractor first draft then further define a Use-Case model and a Supplementary Requirements Specification. As requirements become more defined, these documents must be modified and kept up-to-date.

Complete, all inclusive draft Due 120 days after Contract Award

6.6. Software Architecture Document

System design shall be depicted in an informal architectural document including a use-case view, logical view, deployment view, implementation view, and a data view. The informal architecture document shall also include all supported versions of reused software modules, supported operating systems, application server (if applicable), database engine, or any other environmental software. All these aspects must fit within the IT System Constraints listed in section 7 below. This document must be finalized and serve as a constraining artifact to system implementation.

Due 127 days after Contract Award

6.7. Critical Design Review

Meeting hosted at the FAA facility in Silver Spring, MD to present the requirements and design artifacts delivered so far and to obtain sign-off from the FAA before starting construction. Follow on discussions (if needed) will be scheduled until sign-off is accomplished.

Due 134 days after Contract Award.

6.8. Software Test Plan and Testing Report

After carrying out software testing of the working system, the contractor must present the test plan and the testing results report that details the system requirements and the process to verify that all requirements are met.

Due 270 days following Contract Award

6.9. Working Software System

A primary deliverable is a working translator of Microstation V8i design files into Georeferenced PDFs. The system development and rollout shall be done by a series of releases to be agreed upon by the FAA and contractor project managers. The contractor shall deliver the final releases of the tool or tools to meet all of the requirements defined in the Use-Case model and SRS to the FAA no later than 270 days following the date of contract award. Following delivery of each iteration of the tool(s), the FAA will conduct an operational test and evaluation, to ensure all requirements have been met.

Due 270 days following Contract Award.

6.10. Mass Conversion and Quality Check Report

The initial mass conversion of all the georeferenced FAA design file repository (all Airport Diagrams and IAPs) must be completed 315 days after contract award. This date will be the beginning of the quality check of the mass converted files. A cycle of defect discovery and action taken to correct defects must be depicted in the Mass Conversion and Quality Check Report.

Due 365 days after Contract Award

6.11. Software Code and Programmer Documentation

The contractor shall deliver the source code and programmer documentation for any tools that were custom built for this process. The FAA will require the software code for all non COTS software. This is due by the close of the contract, no later than 365 days following the date of contract award.

Due 365 days following Contract Award.

6.12. User Manual and Training Materials

The contractor shall deliver a user manual and training materials as defined in Task 5 above at the contract close. These deliverables will be subject to government acceptance. Modifications requested after the due date shall be completed by the contractor.

Due 365 days following Contract Award.

7. SYSTEM CONSTRAINTS

The following are general system hardware and software constraints that the software must operate within. JAD sessions will give the contractor opportunity to gather more detailed specifics.

7.1. Programming Languages Constraints

The following are the approved application languages for ATO systems.
- .NET C#
- Java

The following are the approved scripting and markup languages for ATO systems.
HTML
- Ruby
- JavaScript

7.2. Platform Constraints

The following platforms are supported by ATO.
- Red hat Linux: Servers
- Microsoft Windows: Severs & Clients – The software must be compatible with PC clients running both Window XP and Windows 7
- Solaris: Servers

7.3. Application Server Constraints

The following are the approved web and application servers for ATO systems.
- Oracle Application Server
- Apache Tomcat
- Microsoft IIS

7.4. Relational Database Management Systems Constraints

The following are the approved relational database management systems for ATO systems.
- Oracle 10g
- Microsoft SQL Server 2008

7.5. Web Services Constraints

Web services must comply with W3C standards and WSDL 2.0 specifications.

Web services must comply with the following FAA standards

- FAA-STD-063 XML Namespaces
- FAA-STD-064 Web Service Registration
- FAA-STD-065 Web Service Description Documents

Web services must be written with the contract-first approach to promote stability, and refutability. It also helps to avoid pitfalls such as object/XML impedance mismatch, and unmanageable generated WSDL.

Web services must be deployed and managed by Oracle web services manager

- FAA-STD-066 Web Service Taxonomies

7.6. Aeronautical Data Transfer Format

Systems that provide or exchange aeronautical information using web services must be compliant with the Aeronautical Information Exchange Model (AIXM) and the Aeronautical Information Conceptual Model (AICM).

8. GOVERNMENT FURNISHED PROPERTY (GFP) AND SERVICES

8.1. The government will provide a COTR / Project Manager and Subject Matter Experts in support of requirements gathering, scheduling advice, and problem solving advice as needed for assistance for the contractor to complete the work defined in this PWS.

8.2. The government will provide physical facilities for the Kick-Off meeting, critical design reviews (if needed), and JADs.

8.3. The government will provide softcopy input files, database table dumps, necessary database schemas for recreating the FAA environment at the contactor's facility, d-TPP Flight software installation disks, and all documented production procedure and product specification information needed by the contractor to complete the work defined in this PWS.

8.4. The government shall provide positional quality tolerances for georeferenced quality checking of output PDF files

9. CONTRACTOR FURNISHED PROPERTY (CFP) AND SERVICES

9.1. The Contractor shall provide qualified personnel, facilities (when performance is not at a government facility), related equipment, supplies, and services necessary for the successful performance of this PWS.

9.2. The Contractor shall bear the cost of any training and certifications, if required for their personnel supporting this contract.

9.3. The Contractor shall notify the Contracting Officer (CO) and CO's Technical Representative (COTR) before the close of business, the same day, if an employee is terminated or resigns.

9.4. The Contractor shall provide scheduled deliveries of requirements to the Government based on a schedule coordinated with the FAA COTR.

9.5. The Contractor shall provide the source code for any custom application developed as part of this contract. The source code will become the exclusive property of the FAA.

10. CONTRACTOR QUALIFICATIONS

10.1. The contractor shall have demonstrated expertise in the creation or use of PDF data. Knowledge of the ISO 32000 standard especially as it pertains to the georeferencing of PDF files is required.

10.2. The contractor shall have extensive knowledge in the use of Bentley's Microstation CAD drafting tool especially in the design file format Microstation output. This knowledge must apply to version 7 (Microstation J) and to version V8i.

10.3. The contractor shall have staff qualified and capable of analysis, design, and coding of a custom software application capable of fulfilling the requirement of this contract.

10.4. The contractor shall have staff qualified and capable of requirements gathering and the chairing and facilitation of JAD requirements gathering sessions. Skill in building use-case models and supplemental requirements is required.

10.5. The contractor shall have staff qualified and capable of project management activities. Building work a breakdown structure and project schedule and reporting of project progress and efficiency metrics is required.

10.6. The contractor shall have staff capable of quality checking TPP charts after the PDF conversion. Familiarity with the FAA TPP product is required.

10.7. The contractor shall submit for FAA approval, resumes of all contractor personnel tasked with this contract. The government reserves the right to exclude contractor personnel from work under this contract that do not meet the government's qualifications.

10.8. The contractor shall have in-house qualified staff for the database management and programming of the Oracle 10g database system.

11. GENERAL

11.1. Work Location

Contractor services shall primarily be performed at the contractor's facility. The Kick-Off meeting, JAD meetings, and Critical Design Reviews (provided it is necessary to hold Critical Design Review in person; teleconference would be an option) shall be held at the FAA facility in Silver Spring, MD.

11.2. Travel

The FAA COTR may request performance from the contract personnel resulting in travel outside the metropolitan area of the Contractor's facility. All travel requests shall be provided in writing from the COTR with authorization and reference to available travel funds for the contract line item. All travel expenses will be paid according to FAA Travel Regulations.

11.3. Technical Support Services

Technical support services shall be provided for a period of performance of one year after the final software delivery and acceptance. Help desk support will include phone support and unlimited e-mail support with a minimum response time of 2 hours during normal business hours 9:00am to 5:00pm Monday through Friday excluding federal holidays, support of software bug fixes to rectify unforeseen malfunctions, and user interface assistance. Technical support services shall be billed on an hourly basis for labor hours actually incurred.

11.3.1. Defects

The contractor must be responsible to correct any defects identified, which are not a result of a change in one or more requirements.

11.3.2. Source Code Updates

The contractor must provide all source code updates in conjunction with the deployment of defect corrections.

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PART I - SECTION D - PACKAGING AND MARKING

N/A

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PART I –SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908

(a) Final inspection and acceptance shall be at destination.
(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled.

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (April 1996)

3.10.4-5 Inspection - Time-and-Material and Labor-Hour (April 1996)

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PART I - SECTION F - DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)
3.10.1-24 Notice of Delay (February 2009)
3.11-34 F.O.B. Destination (April 1999)

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PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 OPTION TO EXTEND SERVICES (JAN 1997) CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services , by written notice to the contractor not later than the expiration date of the current contract period.

G.2 INVOICING PROCEDURES - GENERAL (JAN 2002) CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-l00)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) One copy to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-310)
P.O. Box 25082
Oklahoma City, OK 73l25

(3) One copy to:

DOT/FAA Aviation System Standards
Program Management Team (AJW-314)
P.O. Box 25082
Oklahoma City, OK 73l25

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.
(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
(3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.3 INCREMENTAL FUNDING (JAN 1997) CLA.2604

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.4 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUNE 2006) CLA.4529

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

G.5 WAIVER OF WITHHOLDING (SEP 2001) CLA.4546

Funds shall not be witheld from contract payments as described in subparagraph (a)(2) of AMS clause 3.3.1-5 "Payments Under Time-and-Material and Labor-Hour Contracts."

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)
This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

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PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) **CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.2 Notice of Contractor Testimony (September 2006) **CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.3 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006) **CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

3.1.9-1 Electronic Commerce and Signature (July 2007)
(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between
i. Contracts written on paper and contracts in electronic form;
ii. Pen-and-ink signatures and electronic signatures; and
iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract is electronic mail (e-mail).

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is not authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

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PART II - SECTION I - CONTRACT CLAUSES

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

(i) participated in preparation of proposals for award; or
(ii) are planned to be used during performance; or
(iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

(i) the award; or
(ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.
(2) Exclusion from subsequent FAA contracts.
(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the

contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

_____
Authorized Representative

_____
Company Name

_____
Date

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond September 30th, 2011. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30th, 2011 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://fedgov.dnb.com/webform; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:
(i) Company legal business.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company Physical Street Address, City, State, and ZIP Code.
(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
(v) Company Telephone Number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review

and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;
(B) comply with the requirements of T3.10.1.A-8; and
(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov/ or by calling 1-888-227-2423, or 269-961-5757.

3.3.1-36 Availability of Funds - Option Periods under a Continuing Resolution (April 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

3.5-23 Rights to Proposal Data (Technical) (January 2009)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government must have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

3.6.2-14 Employment Reports on Veterans (February 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. .The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

3.6.2-33 Exemption from Application of Service Contract Act Provisions (for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment-Contractor Certification) (April 1996)

(a) The following certification shall be checked:

Certification

The offeror certifies ( )/does not certify ( ) that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain ADP, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market

price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and
(3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

3.6.2-41 Employment Eligibility Verification (September 2009)

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--
(1) Normally performs support work, such as indirect or overhead functions; and
(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.
(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--
(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later
(but see paragraph (b)(4) of this section).
(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--
(i) All new employees.
(A) Enrolled 90 calendar days or more.
The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-

verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--
(i) Enrollment in the E-Verify program; or
(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a
suspension or debarment official by the terminating agency.
(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--
(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than $3,000 and includes work that is performed inside of the United States.

3.10.4-21 Requirements for Software Measures (August 1997)

(a) Software Measurements Plan

(1) Draft.

(i) Content. The Contractor shall provide a draft software measurements plan for collecting and reporting

software measurement data. The plan shall include the following:

(A) a measurement definition;
(B) the measurement approach ;
(C) how data will be collected;
(D) measurement methodologies;
(E) how the data will be utilized in the Contractor's internal management of the program;
(F) issues to be addressed;
(G) the measures to be utilized;
(H) an estimation methodology;
(I) the method used to measure actual data;
(J) the data reporting format and associated mechanism
(K) a description of any tools utilized;
(L) points of contact and responsibilities;
(M) organizational communications and interfaces.

(ii) Approval. The Contractor shall submit the plan to the Contracting Officer for review and approval within 15 days after date of award. The Contracting Officer will notify the Contractor of the approval or rejection of the plan within 15 days after receipt.

(iii) Substitute Measures. In the event that an FAA-specified measure is unavailable, the Contractor shall request a substitution in its plan. The request shall identify the substitute software measure with a data definition, rationale for the change, a description of how this measure addresses the identified issue, and a description of how this measure will be used internally. The proposed substitute software measure shall be readily available from the Contractor's software development process.

(2) Modifying the Approved Plan. After the draft software measurements plan is approved by the Contracting Officer, the Contractor shall not modify the approved plan without the prior review and approval of the Contracting Officer. The Contractor shall notify the Contracting Officer immediately of a proposed change to the software measurement parameters defined in the approved plan and provide an updated plan in writing to the Contracting Officer within 30 days of the change. The updated plan shall document the proposed changes, such as those related to definitions, estimation methodologies, or actual measurement approaches. The updated plan requires approval by the Contracting Officer.

(b) Monthly Reports. The Contractor shall submit a monthly progress report on actual data collected during the previous calendar month related to the software development. The report shall address each data item at the specified collection level on each software measure specified in the plan and use the same measurement methodology specified in the plan. The Contractor shall not report data as actuals, until the criteria for counting actuals has been successfully met. The Contractor shall submit this report to the Contracting Officer on a monthly basis, within 30 days after the data is collected.

(c) Contractor Access. The Contracting Officer may require access at reasonable times to contractor personnel, contract software records and processes from time to time to gather or validate information related to the software that is not otherwise provided under the contract. The access could be for the purpose of interviewing contractor personnel, conducting audits of the software development processes and practices, and performing other examinations related to the software development or software measures. In these instances, the Contractor shall also provide explanations and rationale for changes, answer questions, and provide clarifications regarding the measurement process and associated data and information to the product team members engaged in administering the contract. The Contractor shall contact the Contracting Officer in the

event of requested access that appears to be inappropriate or unreasonable.

3.13-1 Approval of Contract (April 1996)

This contract is subject to the written approval of a warranted FAA Contracting Officer and shall not be binding until so approved.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon

request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

3.1.7-1 **Exclusion from Future Agency Contracts** (August 1997)
3.1.7-2 **Organizational Conflicts of Interest** (August 1997)
3.1.7-4 **Organizational Conflict of Interest** (February 2009)
3.2.2.3-33 **Order of Precedence** (February 2009)
3.2.2.7-6 **Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (April 2011)
3.2.2.7-8 **Disclosure of Team Arrangements** (April 2008)
3.2.4-34 **Option to Extend Services** (April 1996)
3.2.5-1 **Officials Not to Benefit** (April 1996)
3.2.5-3 **Gratuities or Gifts** (January 1999)
3.2.5-4 **Contingent Fees** (October 1996)
3.2.5-5 **Anti-Kickback Procedures** (October 2010)
3.2.5-8 **Whistleblower Protection for Contractor Employees** (April 1996)
3.3.1-1 **Payments** (April 1996)
3.3.1-5 **Payments under Time-and-Materials and Labor-Hour Contracts** (April 2001)
3.3.1-5 **Alternate II Payments under Time-and-Materials and Labor-Hour Contracts** (October 1996)
3.3.1-6 **Discounts for Prompt Payment** (April 1996)
3.3.1-8 **Extras** (April 1996)
3.3.1-10 **Availability of Funds** (April 1996)
3.3.1-15 **Assignment of Claims** (April 1996)
3.3.1-17 **Prompt Payment** (September 2009)
3.3.1-34 **Payment by Electronic Funds Transfer- Central Contractor Registration** (February 2009)
3.3.2-1 **FAA Cost Principles** (October 1996)
3.3.2-2 **Reimbursement for Travel and Subsistence** (April 2010)
3.4.1-13 **Errors and Omissions** (July 1996)
3.4.2-6 **Taxes - Contracts Performed in U.S. Possessions or Puerto Rico** (October 1996)
3.4.2-8 **Federal, State, and Local Taxes - Fixed-Price Contract** (April 1996)
3.5-1 **Authorization and Consent** (January 2009)
3.5-2 **Notice and Assistance Regarding Patent and Copyright Infringement** (January 2009)
3.5-13 **Rights in Data - General** (January 2009)
3.5-23 **Rights to Proposal Data (Technical)** (January 2009)
3.6.1-1 **Notice of Total Small Business Set-Aside** (January 2010)
3.6.1-7 **Limitations on Subcontracting** (July 2008)
3.6.1-15 **Post-Award Small Business Program Representation** (April 2011)
3.6.2-2 **Convict Labor** (April 1996)

3.6.2-9 **Equal Opportunity** (August 1998)
3.6.2-12 **Equal Opportunity for Veterans** (February 2011)
3.6.2-13 **Affirmative Action for Workers With Disabilities** (October 2010)
3.6.2-16 **Notice to the Government of Labor Disputes** (April 1996)
3.6.2-39 **Trafficking in Persons** (January 2008)
3.6.3-11 **Toxic Chemical Release Reporting** (April 2008)
3.6.3-13 **Recycle Content and Environmentally Preferable Products** (April 2009)
3.6.3-16 **Drug Free Workplace** (February 2009)
3.6.4-10 **Restrictions on Certain Foreign Purchases** (January 2010)
3.9.1-1 **Contract Disputes** (September 2009)
3.9.1-2 **Protest After Award** (August 1997)
3.10.1-7 **Bankruptcy** (April 1996)
3.10.1-12 **Changes - Fixed-Price** (April 1996)
3.10.1-12 **Changes-Fixed-Price Alternate I** (April 1996)
3.10.1-14 **Changes - Time and Materials or Labor Hours** (April 1996)
3.10.1-25 **Novation and Change-of-Name Agreements** (October 2007)
3.10.2-1 **Subcontracts (Fixed-Price Contracts)** (April 1996)
3.10.6-1 **Termination for Convenience of the Government (Fixed Price)** (October 1996)
3.10.6-4 **Default (Fixed-Price Supply and Service)** (October 1996)
3.13-3 **Printing/Copying Double-sided on Recycled** Paper (July 2008)
3.13-5 **Seat Belt Use by Contractor Employees** (January 1999)
3.13-11 **Plain Language** (July 2006)
3.13-13 **Contractor Policy to Ban Text Messaging While Driving (February 2011)**

(Remainder of this page left blank)

PART III - SECTION J - LIST OF ATTACHMENTS

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	Sample Client Authorization Letter	04/19/2011	1
2	Past Performance Survey	04/19/2011	3

(Remainder of this page left blank)

PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS ANDOTHER STATEMENTS OF OFFERORS

K.1 BUSINESS DECLARATION

1 Name of Firm: _____ Tax Identification No.: _____

2 Address of Firm: _____ DUNS No.: _____

3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____

4 a. Name of Person Making Declaration _____

b. Telephone Number of Person Making Declaration _____

c. Position Held in the Company _____

5 Controlling Interest in Company *("X" all appropriate boxes)*

☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American

☐ e. Other Minority *(Specify)* _____ ☐ f. Other *(Specify)* _____

☐ g. Female ☐ h. Male ☐ i. 8(a) Certified *(Certification letter attached)* ☐ j. Service Disabled Veteran Small Business

6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

☐ a. Yes ☐ b. No *(If "NO," provide the name and telephone number of the person who has this authority.)*

_____

7 Nature of Business *(Specify all services/products (NAIC))* _____

8 *(a) Years the firm has been in business* _____ *(b) No. of Employees* _____

9 *Type of Ownership:* ☐ *a. Sole Ownership* ☐ *b. Partnership*

☐ *c. Other* (Explain) _____

10. *Gross receipts of the firm for the last three years:* *a.1. Year* _____ *b.1.* _____

a.2. Year _____ *b.2.* _____ *a.3. Year* _____ *b.3.* _____

11. Is the firm a small business? ☐ a. Yes ☐ b. No

12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No

13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature _____ *b. Date:* _____

c. Typed Name _____ *d. Title:* _____

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

K.2 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541511.
(2) The small business size standard is $25.0 million.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 0 employees.

K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.4 SECTION 508 OF THE REHABILITATION ACT OF 1973 CERTIFICATION (SEP 2001) CLA.4547

By signature on this offer, the contractor certifies that all electronic and information technology offered herein (both equipment and services) complies with the requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). For details of the Rehabilitation Act of 1973, see the information at http://www.section508.gov.

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as [ ] a corporation incorporated under the laws of the State of _____, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture or [ ] other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in _____ .
(country)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in

connection with this offer:
Name:_____
Title:_____
Phone number:_____

3.2.2.3-23 Place of Performance (July 2004)
(a) The offeror (you), in fulfilling any contract resulting from this SIR, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance

Street:_____

City:_____

State:_____

Zip Code:_____

Name of owner and operator, if other than the owner:_____

3.2.2.3-35 Annual Representations and Certifications (July 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

[ ] (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

[ ] (b) Are enclosed.

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

[ ] TIN: _____
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of a Federal, state, or local government;
[ ] Other--State basis. _____.

(d) Corporate Status.

[ ] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
[ ] Other corporate entity
[ ] Not a corporate entity
[ ] Sole proprietorship
[ ] Partnership
[ ] Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

[ ] A common parent does not own or control the offeror as defined in paragraph (a).
[ ] Name and TIN of common parent:
Name _____
TIN _____

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that
(i) The Offeror and/or any of its Principals-
A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public
(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and
(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)
(i)(B) of this provision.
(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.
(1) Federal taxes are considered delinquent if both of the following criteria apply:
(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(2) Examples-
(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently
required to make full payment.
(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)
The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.6.2-8 Affirmative Action Compliance (April 1996)
The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

__(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

__(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

__(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

__(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:
(a) Major group code 10 (except 1011, 1081,amd 1094).
(b) Major group code 12 (except 1241).
(c) Major group code 20 through 39.
(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).
(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act,

Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or
__(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (February 2011)

(a) Definition.
"Person"—
(1) Means—
(i) A natural person;
(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not
apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)
This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

3.2.5-2 Independent Price Determination (October 1996)
3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)

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PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS:

L.1.1 COMPETITION

This procurement will be set-aside for **small business**.

L.1.2 POINT OF CONTACT

The Procurement Contract Specialist (PCO), **Monica L. Rudolph** , is the **sole** point of contact for this acquisition. All written questions, correspondence, and submittals must be sent to the Contract Specialist at the address specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award) or via e-mail to monica.rudolph@faa.gov . DO NOT CONTACT THE PROGRAM OFFICE OR PROGRAM OFFICE PERSONNEL AT ANY TIME REGARDING THIS ACQUISITION. Doing so could put your company at risk to be eliminated from competing.

L.1.3 SOURCE SELECTION

This source selection will be conducted in accordance with the Federal Aviation Administration's (FAA) Acquisition Management System (AMS). This source selection will be based on a best value determination. Accordingly, award will be made to the responsible offeror whose offer conforms to the requirements of the solicitation and is judged to represent the best value to the FAA. The best value is defined as the proposal that presents the most advantageous solution to the FAA, based on the evaluation of technical, past performance, cost/price, and other factors specified in this evaluation plan and SIR.

The best value process permits tradeoffs among cost or price and non-cost factors and does not require that award be made to either the Offeror submitting the highest rated proposal or the Offeror submitting the lowest price, although the ultimate award may be to either one of those Offerors. Furthermore, the FAA does not intend to make an award to an Offeror who proposes a significantly higher overall price to achieve slightly superior technical approach. Award will be made to the Offeror whose proposal is determined to represent the best value to the FAA. While the Government source selection evaluation team and the source selection official (SSO) strive for maximum objectivity, the source selection process, by its nature, is subjective; therefore, professional judgment is implicit throughout the entire process.

The award selection will be determined from FAA review of each proposal and evaluation of the representations submitted by each offeror. The offeror must submit their proposal in accordance with instructions and evaluation factors identified in Section L and Section M. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M.

L.1.4 COMMUNICATIONS WITH OFFERORS

All referenced documents for this solicitation are available on the FAA Contract Opportunities web site at http://faaco.faa.gov. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more Offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other Offerors, since communications may be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

L.1.5 EXPENSES RELATED TO OFFEROR SUBMISSIONS

This SIR is not to be construed as a contract or a commitment of any kind. The Government and the FAA shall not be liable for payment of nor reimburse offerors or contractors for any and all costs incurred in the preparation and/or submittal of a proposal in response to this SIR or a resultant task order. All proposal preparation and/or submittal costs are at the risk of the offeror or contractor. Proposals received from offerors will not be returned to the offerors. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies**.**

L.1.6 DEBRIEFINGS

In accordance with AMS 3.2.2.3.1.4, offerors who participated in the competitive process will be given three (3) working days from receipt of the award notification or removal from the competitive range determination notification to request a debriefing. Requests for a debriefing shall be made in writing and submitted to the PCO. To the maximum extent practicable, debriefings will be conducted within five (5) business days after the request.

L.2 SUBMISSION OF PROPOSALS

All offers are subject to all terms and conditions set forth and contained in this SIR. If all requested information is not furnished in the offeror's proposal, the offeror's proposal may be determined to be non-responsive and ineligible for contract award. Only one proposal from each offeror shall be considered. The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements. The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

Sealed offers in original format and required copies as indicated in Table L.3.1 of section L3 below for furnishing the supplies or services in the Schedule will be received at the depository located in Room 313, Multi-Purpose Building, until 3:00 p.m. local time, as specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award).

Offerors submitting proposals by hand-delivery will need to consider allowing sufficient time to process through the security procedures in place at the Mike Monroney Aeronautical Center (MMAC). Overnight delivery of proposals in response to this SIR may also be impacted if not sent in sufficient time to allow for the special mail handling procedures in place at the MMAC.

CAUTION – Late Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offers are subject to all terms and conditions set forth and contained in this solicitation. Electronic submissions are acceptable; however, the original and required copies of the proposals must be received by the due date and time specified.

L.3 PROPOSAL PREPARATION INSTRUCTIONS

Each offeror will submit information identified in the volumes as set forth in Table L.3.1 below. Complete written proposals submissions and an **electronic copy on compact disk (cd) for Volumes II and III are required.** CDs shall be compatible with Microsoft Office 2003. In the event of a discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

The titles and contents of the volumes should be as defined in Table L.3.1 of this document along with the required number of hard copies (not electronic). Page limitations should be treated as maximums. The data submitted should be complete, concise and relevant to the requirements of the SIR and are required to be submitted in the format outlined below.

TABLE L.3.1 PROPOSAL ORGANIZATION

Volume Number	Volume Title	Type of Proposal	Page Limit	Copies	Number of CD-ROMS
I	**Section 1**: Contract/SIR Documentation - **Section 2:** Past Performance Contract List	Written	All SIR Pages **Sections A-K** - - - - - - - - - - **6 Pages**	Original	0
II	Technical Proposal*	Written	100 Pages Maximum	Original + 3	1
III	Cost/Price Proposal	Written	No Page limit	Original	1 Microsoft Excel Format

*No References shall be made to price in Volume II.

L.3.2 FORMATTING INSTRUCTIONS

1) No smaller than one (1) inch Margins around the perimeter of each sheet of paper.
2) Printing may be on one side only. If printing is on both sides of the paper it will be counted as two pages.
3) Page size shall be 8.5 x 11 inches.
4) Single or double spacing (Offeror's option)
5) Font: no smaller than 10 point. Times New Roman or Arial font style preferred.
6) Each proposal must be submitted in bound volumes as defined in the above table. A binder cover sheet must be affixed to each volume, which clearly identifies each Volume, Volume Number, Copy Number (i.e., copy 1 of 3), the SIR identification number, and the Offeror's name. Each Volume must be separately bound. The original must be clearly marked as "Original"/Copy 1.
7) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
8) Tab indexing shall be used to identify all proposal sections. Each volume shall be organized such that an extensive search of the proposal is not necessary for its review.
9) All volumes should be marked "Procurement Sensitive." (Exception: Volume I, Section 1: Contract/SIR Documentation).
10) All sections shall be submitted to the Contracting Officer not later than the proposal due date.

L.3.3 CONTRACT/SIR DOCUMENTATION – VOLUME I

Volume I shall consist of the following two (2) sections:

- **SECTION 1 - CONTRACT/SIR DOCUMENTATION**

This section of this volume will provide necessary documentation to the FAA for preparing the contract document and supporting file. Offerors' must complete and sign and date Section A, Standard Form 33 Solicitation, Offer, and Award (SF-33). Blocks 12-18. Contractor fill-ins are self-explanatory. The SF-33, block 17 must be signed by an agent of the company authorized to make the offer.

Section B, Supplies or Services and Prices/Costs; all required clause fill-in in All sections of the SIR, Section K - Representations and Certifications with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in all SIR Sections A through M and the attachments. Offerors must clearly identify an exception to the solicitation terms and conditions and provide complete accompanying rationale. The FAA may consider

offerors who take exception to the terms and conditions of SIR Sections A through M to be unacceptable and therefore ineligible for award, and such offerors may not be given the opportunity to revise their offers.

Offerors shall provide the Name, Title, Email, and Telephone Number of the company/division point of contact regarding decisions made with respect to your proposal and who posses the authority to obligate your company contractually.

- - - -

Offerors are advised to submit proposals, which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the FAA's requirements, will not be considered adequate and will be reflected in lower evaluation scores or may be cause for rejection of the proposal.

A table of contents page should be included at the <u>beginning</u> of Volume II to reference the specific page number(s) where the Government may easily locate the information directly addressing each technical evaluation Factor/Sub-Factor. The factors/sub-factors shall be addressed in chronological order and shall be tabbed for ease of reference.

In Technical Proposal Volume II, offerors must address each of the following Technical Evaluation Factors/Sub-Factors:

Technical Capability Evaluation Factor
Factor 1 Proposed Software Solution
- Sub-Factor 1-1 Geo-Referencing of PDFs
- Sub-Factor 1-2 Production of PDFs true to Input Specification
- Sub-Factor 1-3 Job Control and Filter Capabilities Flexibilitiy
- Sub-Factor 1-4 Customized Design

Factor 2 Technical Knowledge/Experience
- Sub-factor 2-1 Knowledge of PDF Standard (ISO 32000)
- Sub-factor 2-2 Knowledge of GeoSpatial PDF Applications Use
- Sub-factor 2-3 Knowledge of Bentley Microstation Design File Format
- Sub-factor 2-4 Knowledge of FAA TPP Product

Factor 3 Project Planning
- Sub-factor 3-1 Project Planning
- Sub-factor 3-2 Project Tracking

Factor 4 System Development Life-Cycle
- Sub-factor 4-1 Skill in Requirement
- Sub-factor 4-2 Skill in Facilitating (JAD) Meetings

FACTORS 1 THROUGH 4 AND ALL SUB-FACTORS WITHIN MAKE UP THE <u>TECHNICAL CAPABILITY FACTOR</u>

FACTOR 1 – PROPOSED SOFTWARE SOLUTION

- **<u>Subfactor 1-1 Geo-Refrencing of PDFs:</u>** The proposal provides detailed evidence of the proposed methods for producing georeferenced PDF files using the Microstation design file format with the ancillary georegistered metadata as input. The proposal demonstrates the offeror posseses the knowledge and capability to execute this method as required per Performance Work Statement Sections 5.1.2, 5.1.3, 5.1.5, 5.2.

- **<u>Subfactor 1-2 Production of PDFs true to Input Specification:</u>** The proposal provides detailed evidence of the proposed methods for producing PDFs according to the exact specifications in line-weight, color, shading, font, opacity (where applicable), fill, etc. as the PDFs that currently make up the Terminal Procedures Publication. The proposal demonstrates the offeror posses the knowledge and capability to execute this method as required per Performance Work Statement Section 5.1.4.1.

- **<u>Subfactor 1-3 Job Control and Filter Capabilities Flexibility</u>**: Offeror must describe their expertise to create a software for Microstation Design File to PDF conversion containing flexible options. The options must be capable of providing maximum processing flexibility for known processing needs stated in the PWS but also for unknown future processing needs that may be needed to

accommodate changing requirements. The proposal demonstrates the offeror posses the knowledge and capability to execute this method as required per Performance Work Statement Sections 5.1.4.2, 5.4.3, 5.4.4.

- **Subfactor 1-4 Customized Design:** Offeror must describe their abilities to leverage COTS or reusable software libraries as well as their abilities to create custom coded software to accomplish the tasks of the PWS. Describing experience with creating customized designs, naming leveraged software used, and describing expertise in programming languages Is required.

FACTOR 2 – TECHNICAL KNOWLEDGE/EXPERIENCE

- **Subfactor 2-1 Knowledge of PDF Standard (ISO 32000): :** The proposal provides detailed evidence of the offeror expertise with the PDF 1.7 standard (ISO 32000-1). Offeror shall describe its technical knowledge and professional experience with the PDF 1.7 standard (ISO 32000-1). The proposal demonstrates that the offeror possesses the knowledge and capability to exercise the necessary features of PDF.

- **Subfactor 2-2 Knowledge of GeoSpatial PDF Applications Use**: The proposal provides detailed evidence of the offeror expertise with the use of geospatial PDFs. Offeror shall describe its technical knowledge and professional experience use of geospatial PDFs in end user applications, especially aeronautical navigation applications. The proposal demonstrates the offeror posses the knowledge and capability to exercise the necessary features of geospatial PDF.

- **Subfactor 2-3 Knowledge of Bentley Microstation Design File Format:** The proposal provides detailed evidence of the offeror expertise with the use of the Bentley Microstation V8i. Offeror shall describe its technical knowledge and professional experience in the Bentley Microstation V8i Design File Format and the method of depicting design file format features in the PDF format. The proposal demonstrates the offeror posses the knowledge and capability to exercise the necessary features of Microtation V8i design file format.

- **Subfactor 2-4 Knowledge of FAA TPP Product:** The proposal provides detailed evidence of the offeror expertise with the use of the FAA Terminal Procedures Publication product. Offeror shall describe it technical knowledge and professional experience with the FAA Terminal Procedures Publication product. Especially of interest is the appearance and information content of the end graphic (output as defined by 5.1 of the PWS). The proposal demonstrates the offeror posses the knowledge and capability to exercise the necessary features (as defined by 5.1 of the PWS) of FAA Terminal Procedures Publication product.

FACTOR 3 – PROJECT PLANNING/MANAGEMENT

- **Subfactor 3-1 Project Planning:** The proposal provides detailed evidence of the offeror expertise with the use of the practice of Project Management best practices. Offeror must demonstrate an understanding of the project management requirements for developing the proposed work plan for implementing the project and for meeting deadlines for scheduled deliverables. Certifications and other credentials (Project Management Professionals PMP preferred) should be presented by the offeror. The proposal demonstrates the offeror posses the knowledge and capability to exercise the necessary Project Management practices (PWS sect 4.1).

- **Subfactor 3-2 Project Tracking:** The proposal provides detailed evidence of the offeror expertise in project tracking and reporting. Offeror must describe its method of tracking progress on the project to include all aspects required in the progress reports. A sample report of a prior project is required. Include detail on tracking cost and schedule metrics as compared to the project baseline. The

proposal demonstrates the offeror posses the knowledge and capability to exercise the necessary Project Management practices (PWS 4.1.3).

FACTOR 4 – SYSTEMS DEVELOPMENT LIFE-CYCLE

- **Subfactor 4-1 Skill in Requirements:** The proposal provides detailed evidence of the offeror expertise in the requirements gathering discipline (i.e. Rational Unified Process (RUP), Agile Software Development, etc.). Offeror must demonstrate an understanding of the gathering of requirement as it pertains to constructing a Use-Case Model and Supplemental Requirements Specification. The offeror should name the Systems Development Life-Cycle methodology used and offer credentials for that method. Credentials can be successful project experience in requirements gathering using the named SDLC or professional certifications in the SDLC. The proposal demonstrates the offeror posses the knowledge and capability to exercise the necessary Requirements Gathering practices.

- **Subfactor 4-2 Skill in Facilitating Joint Applications Development (JAD) Meetings:** The offeror must submit a sample agenda and meeting minutes for the JAD meetings. The proposal demonstrates that the offeror possesses the ability to prepare for and conduct JAD meeting as required per Performance Work Statement 4.2.1.

L.3.5 PRICE PROPOSAL – VOLUME III

This volume shall contain Contractor pricing as follows:

1) The offeror must include in its price proposal a completed Section B for each CLIN and provide sufficient detail to support the price proposed.
2) Offeror shall provide for CLINs 0001 through 0006, as a minimum, a breakout of the labor categories to be utilized for each CLIN, total labor hours per category and hourly rates per category. The Total Price must be calculated for the entire effort as Firm-Fixed-Price.
3) Offeror shall provide for CLIN 0007 hourly rate information by direct labor rate.

Note: The Government anticipates that pricing of this action will be based on adequate price competition; If however, competition does not materialize, the Contracting Officer may require upon request “other than certified cost and pricing” deemed necessary to adequately evaluate the reasonableness of the price after receipt of proposals.

NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997) CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533

Offeror’s are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror’s format, on offeror’s letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror’s proposed changes and must

be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: Fax or e-mail. Your offer must arrive at the place and by the time specified in the SIR.
(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.
(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
(e) Send your offer electronically to Monica Rudolph Fax Number: 405-954-9468 or email: monica.rudolph@faa.gov
(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of an Firm Fixed-Price contract.

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at http://www.faa.gov.

3.10.4-20 **Software Measures Proposal Requirement** (February 2009)

The offeror shall provide historical data regarding software development from at least three prime contracts or subcontracts awarded to and completed by the offeror to demonstrate the offeror's capability to perform the software requirements of the contract. The technical characteristics of the historical programs shall be similar to the proposed system with respect to domain, size, and complexity. If the offeror does not have experience within these criteria, data from other completed programs shall be provided. The data shall include measures of size, schedule, effort, cost, and productivity by work breakdown structure element. Any models and methodologies used shall be documented for each historical program to a sufficient level of detail to allow replication by the evaluation team.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
http://www.asu.faa.gov/conwrite/ (on this web page, select "Search and View Clauses").

3.2.2.3-1 **False Statements in Offers** (July 2004)
3.2.2.3-6 **Submittals in the English Language** (July 2004)
3.2.2.3-7 **Submittals in U.S. Currency** (July 2004)
3.2.2.3-11 **Unnecessarily Elaborate Submittals** (July 2004)
3.2.2.3-12 **Amendments to Screening Information Requests** (July 2004)
3.2.2.3-13 **Submission of Information/Documentation/Offers** (July 2004)
3.2.2.3-14 **Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
3.2.2.3-16 **Restricting, Disclosing and Using Data** (July 2004)
3.2.2.3-17 **Preparating Offers** (July 2004)
3.2.2.3-18 **Prospective Offeror's Requests for Explanations** (February 2009)
3.2.2.3-19 **Contract Award** (July 2004)
3.13-4 **Contractor Identification Number—Data Universal Numbering System (DUNS) Number** (April 2006)

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PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR CONTRACT AWARD

M.1.1 AWARD SELECTION

This source selection will be conducted in accordance with the Federal Aviation Administration's (FAA) Acquisition Management System (AMS). This source selection will be based on a best value determination. Accordingly, award will be made to the responsible and technically acceptable Offeror whose proposal is judged to represent the best value to the FAA. The best value is defined as the proposal that presents the most advantageous solution to the FAA, based on the evaluation of technical, past performance, cost/price, and other factors specified in the SIR.

The best value approach will utilize technical and cost/price trade-offs and does not require that award be made to either the Offeror submitting the highest rated proposal or the Offeror submitting the lowest price, although the ultimate award may be to either one of those Offerors. Furthermore, the FAA does not intend to make an award to an Offeror who proposes a significantly higher overall price to achieve slightly superior technical approach. Award will be made to the Offeror whose proposal is determined to represent the best value to the FAA. While the Government source selection evaluation team and the source selection official (SSO) strive for maximum objectivity, the source selection process, by its nature, is subjective; therefore, professional judgment is implicit throughout the entire process.

M.1.2 NUMBER OF CONTRACTS TO BE AWARDED

The Government intends to select one contractor for this acquisition. However, the Government reserves the right to award no contract at all, depending on the quality of the proposals, prices submitted and the availability of funds. Multiple awards will not be considered.

M.1.3 REJECTION OF UNREALISTIC OFFERS

The Government may reject any proposal that is evaluated to be unrealistic in terms of program requirements, contract terms and conditions, or an unrealistically high or low price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

M.1.4 CORRECTION POTENTIAL OF PROPOSALS

The Government will consider, throughout the evaluation, the "correction potential" of any proposal uncertainty. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

M.1.5 COMPETITIVE RANGE DETERMINATION

Pursuant to the AMS, the FAA reserves the right to make one or more competitive range determinations during this evaluation. During the evaluation process multiple competitive range determinations may be made that eliminate Offerors from the competition. A competitive range determination may eliminate Offerors based on their initial proposal evaluation results, after discussions (if necessary), prior to issuance of the Final Proposal Revision request (if applicable) or for efficiency. If Offerors are excluded from the competitive range they may request a debriefing in accordance with AMS 3.2.2.3.

M.1.6 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or sub-factors. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale.

M.1.7 ELIGIBILITY FOR AWARD

An offeror must be determined responsible to be eligible for award. To be determined responsible, the Offeror must satisfy the standards listed in AMS Section 3.2.2.2. To be eligible for award, the contractor must be technically and financially capable of performing the work.

M.1.8 EVALUATION PROCESS

Each proposal will be evaluated on the basis of its written submissions, including cost/price information. Separate technical and cost/price proposals are required as described in Section L. Proposals must be submitted in accordance with the instruction of Section L.

Upon receipt of proposals, the Government will conduct an initial evaluation. The Government may conduct communications with offerors whose exclusion from or inclusion in the competitive range is uncertain. Communications shall not provide an opportunity for any Offeror to revise its proposals. Each proposal will be evaluated in accordance with the factors and sub-factors listed below. These factors are listed in descending order of importance in M.2. Cost/price proposals will not be rated or scored but evaluated on the basis of completeness, reasonableness, and realism and applied in the determination of best value. The technical evaluation team will not have access to cost/price proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical evaluation teams may have access to price proposals only as authorized by the Contracting Officer. The offer that provides the overall best value to the government will be selected.

Additional information may be requested from offerors. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and cost/price.

SECTION M CONTINUED ON NEXT PAGE

M.2 EVALUATION FACTORS FOR AWARD

Evaluation of all Offerors will be made in accordance with the criteria outlined in this section. The proposals will be evaluated according to the following factors/sub factors:

Technical Capability Evaluation Factor
Factor 1 Proposed Software Solution
- Sub-Factor 1-1 Geo-Referencing of PDFs
- Sub-Factor 1-2 Production of PDFs true to Input Specification
- Sub-Factor 1-3 Job Control and Filter Capabilities Flexibilitiy
- Sub-Factor 1-4 Customized Design

Factor 2 Technical Knowledge/Experience
- Sub-factor 2-1 Knowledge of PDF Standard (ISO 32000)
- Sub-factor 2-2 Knowledge of GeoSpatial PDF Applications Use
- Sub-factor 2-3 Knowledge of Bentley Microstation Design File Format
- Sub-factor 2-4 Knowledge of FAA TPP Product

Factor 3 Project Planning
- Sub-factor 3-1 Project Planning
- Sub-factor 3-2 Project Tracking

Factor 4 System Development Life-Cycle
- Sub-factor 4-1 Skill in Requirement
- Sub-factor 4-2 Skill in Facilitating (JAD) Meetings

Note: Factors 1 through 4 and all Sub-factors above are categorized as the "Technical Capability Evaluation Factor"

Factor 5 Past Performance
Factor 6 Cost/Price

ORDER OF IMPORTANCE :

The evaluation factors are listed in ***descending*** order of importance as follows:

A**. TECHNICAL CAPABILITY EVALUATION FACTOR**

The following four (4) technical capability factors are listed in ***descending*** order of importance as follows:

Factor 1 Proposed Software Solution
- Within Factor 1, Sub-Factor 1-1 and 1-3 are of equal importance
- Within Factor 1, Sub-Factor 1-2 and 1-4 are of equal importance

Factor 2 Technical Knowledge/Experience
- Within Factor 2, Sub-Factors 2-1, 2-2, and 2-3 are of equal importance
- Within Factor 2, Sub-Factor 2.4 is of least importance

Factor 3 Project Planning/Management
- Within Factor 3, Sub-Factor 3-1 is of most importance
- Within Factor 3, Sub-Factor 3-2 is of least importance

Factor 4 System Development Life-Cycle
- Within Factor 4, Sub-Factors 4-1 and 4-2 are of equal importance

B. PAST PERFORMANCE FACTOR
C. COST/PRICE FACTOR

Technical rating is the most important evaluation factor with past performance being significantly less important and price/cost being of least importance. Technical and past performance when combined are significantly more important than price. As relative technical advantages and disadvantages become less distinct, more consideration will be given to past performance and price and applied in the determination of best value.

FACTOR 1: TECHNICAL

TECHNICAL PROPOSAL: VOLUME II
SCORING OF TECHNICAL PROPOSAL, VOLUME II

The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the FAA's requirements, will not be considered adequate and will be reflected in lower evaluation scores or may be cause for rejection of the proposal. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation solely on the information presented in the offeror's proposal. The Government will not assume that an Offeror possesses any capabilities not specified in the written proposal.

Source Evaluation Team (SET) members will rate technical proposal evaluation factors/sub-factors using a numerical rating scale corresponding to a 4-point scale (4.0, 3.0, 2.0, 1.0, 0.0). For the final rating, any significant deviations will be reconciled and a consensus rating determined. Each Sub-Factor will be scored and weighted in order to derive a total score out of a possible 100 for the Technical Capability Factor. (*For purposes of calculation on a scale out of 100 it will be necessary to convert the ratings as follows: 0.0 = 0, 1.0 = 25, 2.0 = 50, 3.0 = 75, 4.0 = 100.)* The numerical score will be applied in the determination of best value. The numerical ratings must support the following described assumptions:

a. (4.0): All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information provided clearly demonstrates that requirements can be met in a manner which far exceeds minimums. Weaknesses are not evident to any degree.

b. (3.0): All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information clearly demonstrates that requirements can be met in a manner, which exceeds minimums. Weaknesses, if evident, are insignificant.

c. (2.0): All aspects of the evaluation factor are addressed in a competent and logical fashion. Information indicates that minimum requirements can be met. Any weaknesses will not seriously degrade performance, or can be corrected with reasonable effort.

d. (1.0): Most aspects of the evaluation factors are addressed. However, information provided does not demonstrate that minimum requirements can be fully met. Weaknesses are significant and will require considerable effort to correct.

e. (0.0): Fails to address key aspects of the evaluation factor. Information provided indicates that minimum requirements cannot be met. Proposal demonstrates a lack of understanding of requirements in major areas. Weaknesses are significant and will require major correction(s).

If any Technical Sub-factor receives a rating less than 2.0, the proposal will be considered technically unacceptable and will not be eligible for award.

The following Factors and Sub-factors will be considered in the evaluation of Technical Proposal, Volume II:

- **TECHNICAL CAPABILITY FACTOR (VOLUME II)**

FACTORS 1 THROUGH 4 AND ALL SUB-FACTORS WITHIN MAKE UP THE TECHNICAL CAPABILITY FACTOR

FACTOR 1 – PROPOSED SOFTWARE SOLUTION

- **Subfactor 1-1 Geo-Refrencing of PDFs:** The proposal provides detailed evidence of the proposed methods for producing georeferenced PDF files using the Microstation design file format with the ancillary georegistered metadata as input. The proposal demonstrates the offeror posseses the knowledge and capability to execute this method as required per Performance Work Statement Sections 5.1.2, 5.1.3, 5.1.5, 5.2.

- **Subfactor 1-2 Production of PDFs true to Input Specification:** The proposal provides detailed evidence of the proposed methods for producing PDFs according to the exact specifications in line-weight, color, shading, font, opacity (where applicable), fill, etc. as the PDFs that currently make up the Terminal Procedures Publication. The proposal demonstrates the offeror posses the knowledge and capability to execute this method as required per Performance Work Statement Section 5.1.4.1.

- **Subfactor 1-3 Job Control and Filter Capabilities Flexibility**: Offeror must describe their expertise to create a software for Microstation Design File to PDF conversion containing flexible options. The options must be capable of providing maximum processing flexibility for known processing needs stated in the PWS but also for unknown future processing needs that may be needed to accommodate changing requirements. The proposal demonstrates the offeror posses the knowledge and capability to execute this method as required per Performance Work Statement Sections 5.1.4.2, 5.4.3, 5.4.4.

- **Subfactor 1-4 Customized Design:** Offeror must describe their abilities to leverage COTS or reusable software libraries as well as their abilities to create custom coded software to accomplish the tasks of the PWS. Describing experience with creating customized designs, naming leveraged software used, and describing expertise in programming languages Is required.

FACTOR 2 – TECHNICAL KNOWLEDGE/EXPERIENCE

- **Subfactor 2-1 Knowledge of PDF Standard (ISO 32000): :** The proposal provides detailed evidence of the offeror expertise with the PDF 1.7 standard (ISO 32000-1). Offeror shall describe its technical knowledge and professional experience with the PDF 1.7 standard (ISO 32000-1). The proposal demonstrates that the offeror possesses the knowledge and capability to exercise the necessary features of PDF.

- **Subfactor 2-2 Knowledge of GeoSpatial PDF Applications Use**: The proposal provides detailed evidence of the offeror expertise with the use of geospatial PDFs. Offeror shall describe its technical knowledge and professional experience use of geospatial PDFs in end user applications, especially aeronautical navigation applications. The proposal demonstrates the offeror posses the knowledge and capability to exercise the necessary features of geospatial PDF.

- **Subfactor 2-3 Knowledge of Bentley Microstation Design File Format:** The proposal provides detailed evidence of the offeror expertise with the use of the Bentley Microstation V8i. Offeror shall describe its technical knowledge and professional experience in the Bentley Microstation V8i Design File Format and the method of depicting design file format features in the PDF format. The proposal

demonstrates the offeror posses the knowledge and capability to exercise the necessary features of Microtation V8i design file format.

- **Subfactor 2-4 Knowledge of FAA TPP Product:** The proposal provides detailed evidence of the offeror expertise with the use of the FAA Terminal Procedures Publication product. Offeror shall describe it technical knowledge and professional experience with the FAA Terminal Procedures Publication product. Especially of interest is the appearance and information content of the end graphic (output as defined by 5.1 of the PWS). The proposal demonstrates the offeror posses the knowledge and capability to exercise the necessary features (as defined by 5.1 of the PWS) of FAA Terminal Procedures Publication product.

FACTOR 3 – PROJECT PLANNING/MANAGEMENT

- **Subfactor 3-1 Project Planning:** The proposal provides detailed evidence of the offeror expertise with the use of the practice of Project Management best practices. Offeror must demonstrate an understanding of the project management requirements for developing the proposed work plan for implementing the project and for meeting deadlines for scheduled deliverables. Certifications and other credentials (Project Management Professionals PMP preferred) should be presented by the offeror. The proposal demonstrates the offeror posses the knowledge and capability to exercise the necessary Project Management practices (PWS sect 4.1).

- **Subfactor 3-2 Project Tracking:** The proposal provides detailed evidence of the offeror expertise in project tracking and reporting. Offeror must describe its method of tracking progress on the project to include all aspects required in the progress reports. A sample report of a prior project is required. Include detail on tracking cost and schedule metrics as compared to the project baseline. The proposal demonstrates the offeror posses the knowledge and capability to exercise the necessary Project Management practices (PWS 4.1.3).

FACTOR 4 – SYSTEMS DEVELOPMENT LIFE-CYCLE

- **Subfactor 4-1 Skill in Requirements:** The proposal provides detailed evidence of the offeror expertise in the requirements gathering discipline (i.e. Rational Unified Process (RUP), Agile Software Development, etc.). Offeror must demonstrate an understanding of the gathering of requirement as it pertains to constructing a Use-Case Model and Supplemental Requirements Specification. The offeror should name the Systems Development Life-Cycle methodology used and offer credentials for that method. Credentials can be successful project experience in requirements gathering using the named SDLC or professional certifications in the SDLC. The proposal demonstrates the offeror posses the knowledge and capability to exercise the necessary Requirements Gathering practices.

- **Subfactor 4-2 Skill in Facilitating Joint Applications Development (JAD) Meetings:** The offeror must submit a sample agenda and meeting minutes for the JAD meetings. The proposal demonstrates that the offeror possesses the ability to prepare for and conduct JAD meeting as required per Performance Work Statement 4.2.1.

FACTOR 5: PAST PERFORMANCE (VOLUME I – SECTION 2)

Offerors will be evaluated on the ability to demonstrate successful past performance performing work of similar size, scope and effort. A distinction is made between past performance and experience. Experience simply means an offeror has “done it.” Past performance represents “how well” an offeror accomplished the effort.

Past performance information will be used to evaluate the responsibility of the contractor, and as an evaluation factor applied in the determination of best value. The Excluded Parties List System (EPLS) will be reviewed to

ensure that no award will be made to a listed contractor in the EPLS database. A contractor with a record of unsatisfactory past performance will screened out of the selection process as part of the responsibility determination. If a contractor's past performance record passes the responsibility determination, then the past performance record will be used as an evaluation factor in the SSO's best value determination.

The purpose of the past performance evaluation is to allow the government to assess the offeror's ability to perform the effort described in this SIR, based on the evaluation of offeror's demonstrated recent, relevant performance. The definitions of recent performance and relevant performance are below:

a. **Recent Performance** – Recent performance is defined as current performance, i.e., performance that is taking place at the present time, or performance occurring within the last three (3) years. The Government will not consider performance history on an effort that concluded more than three (3) years prior to this solicitation closing date.

b. **Relevant Performance** – Relevant performance has a logical connection to the work described in the solicitation and involves much of the magnitude of effort, similar scope, and complexities this solicitation requires.

In general, past performance will be evaluated on the extent of customer satisfaction with the previous performance of the offeror, the offeror's quality of previously performed services, the offeror's ability to control costs and manage contract activities, and the offeror's effectiveness in meeting schedules in provides services and products.

To evaluate Past Performance, the FAA will rely on past performance questionnaires completed by the Offeror's references as required per Section L. In addition, the FAA may use other sources of information to assess past performance, such as government past performance databases (example: PPIRS), and commercial sources. The Government may verify or obtain additional information from some or all of the references provided. The burden of providing valid, accurate past performance information rests with the offerors.

The assessment process will result in an overall performance confidence assessment of "High Confidence", "Significant Confidence", "Satisfactory Confidence", "Unknown Confidence", "Little Confidence", or "No Confidence" as follows:

Rating	Description
HIGH CONFIDENCE	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
SIGNIFICANT CONFIDENCE	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
UNKNOWN CONFIDENCE	No performance record is identifiable.
LITTLE CONFIDENCE	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

Past Performance will not be numerically scored but the adjectival ratings above will be applied in the SSO's determination of best value.

In the case of an offeror without a record of recent and relevant past performance or for whom information on past performance is not available; the offeror may not be evaluated favorably or unfavorably on past performance.

FACTOR 6: COST/PRICE (VOLUME III)

The Price/Cost Proposal will be evaluated on the basis of the unit prices and the total proposed price of all CLINS indicated in Section B and will be considered in making award decision.

The SSO will assess each cost/price proposal for completeness to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the SIR.

The SSO will evaluate Offerors' proposed prices for reasonableness and realism. A price is reasonable if it does not exceed what a prudent person would pay in the conduct of a competitive business. It is anticipated that proposed prices received resulting from this SIR will be determined fair and reasonable based on adequate price competition. If reasonableness of price is not determined through adequate price competition, then the SSO may require and utilize additional information or supporting data to establish the reasonableness of price.

Realism is an assessment of the Offeror's proposed price elements and the extent to which such elements are realistic for the work performed, reflect a clear understanding of the contract requirements and are consistent with the technical proposal. Unbalanced or unrealistic estimates will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of contract requirements, and may be grounds for rejection of the proposal. Evaluation of Optional CLINs (if applicable) shall not obligate the Government to exercise such option(s).

Price will not be scored and will be evaluated separately and applied in the SSO's determination of best value.

M.5 AMS CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007) CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.3.1-30 Progress Payments Not Included (November 1997)
3.2.4-31 Evaluation of Options (April 1996)

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ATTACHMENT #1

Sample Client Authorization Letter

Dear "Client":

We are currently responding to the Federal Aviation Administration (FAA) Request for Proposal: DTFAAC-11-R-03666 the procurement of development of software for d-TPP GeoReferencing and PDF Conversion.

The FAA is placing increased emphasis in its procurements on past performance as an evaluation factor. The FAA is requiring that clients of entities responding to its solicitation be identified and their participation in the evaluation process be requested. Please complete and submit the attached Past Performance Survey directly to the FAA Contracting Officer identified below. FAA provided the following order of preference for submission of the completed surveys: 1) Email; 2) Fax; 3) Regular Mail. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

Please be advised that FAA has stated in the solicitation for this effort that the Past Performance Surveys it receives will be considered sensitive and will not be released to the offeror being evaluated or otherwise outside of its source selection team.

FAA Contract Specialist: Monica Rudolph, AMQ-310
Federal Aviation Administration
Mike Monroney Aeronautical Center
6500 S. MacArthur Blvd, MPB Rm 377
Oklahoma City, OK 73169

Email: Monica.Rudolph@faa.gov
Fax: 405-954-9468

We have identified Mr./Ms._____, of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to: _____.

Sincerely,

ATTACHMENT # 2

PAST PERFORMANCE QUESTIONNAIRE

Control Number: DTFAAC-11-R-03414

TO BE COMPLETED BY THE OFFEROR:

I. CONTRACT INFORMATION -

1. This questionnaire relates to work performed by (Name of Contractor/Company/Division): _____
2. Contract Number: _____
3. Contract type:_____
4. Contract Total Value: $_____
5. Contract start-completion dates:_____
6. Description of Work performed:_____

_____

TO BE COMPLETED BY THE EVALUATOR:

The Department of Transportation, Federal Aviation Administration is interested in your assessment of the named company's performance on your contract for the purpose of utilizing this information to evaluate the contractor's probability of successfully performing a federal government requirement that is currently being advertised.
Please complete and submit no later than **June 3rd, 2011**.

Is the information provided above in questions 1-6 accurate and correct to the best of your knowledge?

Yes___ No___

If "No," why not?

_____
_____
_____

PAST PERFORMANCE QUESTIONNAIRE (CONTINUED)

II. PAST PERFORMANCE EVALUATION

Please rate the Contractor as "Excellent" (E), "Good" (G), "Satisfactory" (S), "Marginal" (M), "Unsatisfactory (U) or "Unknown" (N/A) in the following areas:

A. QUALITY OF PRODUCT OR SERVICES

1. Compliance with contract terms and conditions.
   Rating: _____

2. Quality of services and support provided including content and accuracy of technical, cost, or other reports.
   Rating: _____

B. TIMELINESS OF PERFORMANCE

Timely completion of deliverables and/or milestones on tasks.
Rating: _____

C. COST CONTROL

1. Adherence to target costs on the contract level and at the task level.
   Rating: _____

2. Cost overrun and change proposals submitted were reasonably priced and contained all appropriate supporting documentation.
   Rating: _____

D. BUSINESS PRACTICES

1. Contractor's skills in efficiently and effectively allocating and directing personnel and resources to meet customer needs.
   Rating: _____

2. Contractor's reasonable and cooperative behavior, flexibility, as well as their responsiveness to inquiries from your organization's technical and contract representatives.
   Rating: _____

PAST PERFORMANCE QUESTIONNAIRE (CONTINUED)

F. CUSTOMER SATISFACTION

1. Were there any significant problems encountered by the Contractor? Yes ___ No ____

   If yes, state the problem(s), what corrective actions were taken by the Contractor, and indicate whether you consider these corrective actions to be effective?

   _____
   _____
   _____
   _____
   _____
   _____

2. Please comment on the overall satisfaction of your organization with the contractor's performance.
   _____
   _____
   _____

3. Additional comments both positive and negative (please address any unfavorable ratings identified from Part II, above).
   _____
   _____
   _____
   _____
   _____
   _____

III. RESPONDENT INFORMATION

1. Name of Evaluator(s):_____
2. Position Title: _____
3. Organization Name and Mailing Address:
   _____
   _____
   _____
4. Telephone Number: _____ Fax Number: _____
5. E-mail Address: _____
6. Date Questionnaire Completed: _____

Please return the questionnaire by any method as follows:

Mailing Address:
Federal Aviation Administration
Mike Monroney Aeronautical Center
Attention: Monica Rudolph, AMQ-310
6500 S. MacArthur Blvd, MPB Bldg Rm 377
Oklahoma City, OK 73169-6901

Fax: (405) 954-3030 E-mail: monica.rudolph@faa.gov

For questions, please contact Ms. Rudolph at (405) 954-4137

THANK YOU FOR YOUR TIME IN COMPLETING THIS QUESTIONNAIRE